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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

Land Transfer.

THE ATTORNEY-GENERAL stated in the House of Commons on Wednesday, that "A Bill carrying out the recommendations of the Royal Commission will be introduced by the Lord Chancellor in the House of Lords at an early date."

The Vacant County Court Judgeship.

IT IS UNDERSTOOD that the Devon and West Somerset County Court Circuit, recently vacated by the death of Judge BERESFORD, has been filled by the transfer to it of Judge LINDLEY, who has hitherto been judge of the Derbyshire circuit (No. 19). His successor in that circuit was not announced up to Thursday.

"Remanets" at the Assizes.

THE REPORT of a case tried before the Commissioner of Assize at Lincoln is not calculated to weaken the arguments of those who are dissatisfied with the administration of justice through circuits. The action, which was brought to try a right of way to a footpath at Skegness, lasted six days, and involved the examination of eighty or ninety witnesses. The time occupied by the trial compelled the Commissioner to postpone the civil list until after the Nottingham Assizes. The expense and inconvenience caused by the necessity of causes being made "remanets" are well known. It is illustrated by the dislike of adjournments in the county courts. The consolidation of the business in different counties, and sittings of sufficient duration to dispose of the lists, are reforms which cannot long be delayed.

The Late Sir Gainsford Bruce.

WE IMAGINE that not a few of our readers would learn with surprise that, up to the end of last week, Sir GAINSFORD BRUCE was still living. It is nearly eight years since he resigned his office, mainly in consequence, it was understood, of his right hand having become disabled by illness, so as to prevent him from taking notes of evidence. For some years recently he has been in ill-health and a recluse. Hence, of all the retired judges of the High Court—and there is quite a little colony of them by this time—he came the least before the public eye. This was in harmony with his career as a judge. During his twelve years'

tenure of office, he was hardly ever heard of by the man in the street, and his name was seldom in the mouths of lawyers. They knew him as a courteous, conscientious, and efficient judge, rather slow, but generally right in his decisions—a man who abhorred sensationalism and self-advertisement, and simply desired to perform his important functions to the best of his ability. It sounds almost like a satire on some of his colleagues on the bench to say that these qualities—although unaccompanied with any very profound learning or great acuteness of intellect—were so rare as to win him universal esteem. Nevertheless, we imagine that this was the case.

The Civil Judicial Statistics.

THE CIVIL Judicial Statistics for 1910, which have just been published, shew a decline in litigation for that year as compared with the previous year, but the total figures are swollen by the inclusion of the county court plaintiffs, which in the main are not properly litigious, but debt collecting. The total number of proceedings begun in all courts in the year was 1,475,422, and of these 1,363,747 represent the county court business. The Mayor's Court, London, had 10,502 cases and the Borough Courts of Record 25,113. After deduction of the business of the inferior courts, there remain some 75,000 cases, and the majority of these were in the King's Bench Division, the number being 64,992. The Chancery Division accounted for 6,432, the Court of Appeal for 814, and the House of Lords and Privy Council for 89 and 142 respectively. The appeals to the High Court from inferior courts were 437. In addition there is the business of the Probate, &c., Division, where the cases were—probate, 237, divorce and matrimonial, 909; and Admiralty, 585; lunacy, where the cases were 686; Railway and Canal Commission, 126; Lancaster Chancery Court, 583; and Durham Chancery Court, 21. All these figures shew a decrease on the previous year except in the Privy Council; Borough Courts of Record; appeals from inferior courts to the High Court, and probate actions, where there was an increase, and in Admiralty cases, where the number was stationary. The number of cases to every 100,000 of population is a little over 4,000, and Master MACDONELL, in his Introduction, furnishes an interesting comparison with the corresponding figures in other countries. The number of cases per 100,000 of the population in New Zealand was in 1909 about 5,600; in Australia, 2,600; in France, 5,000; and in Germany, 10,000. Thus, New Zealand appears to have twice as much judicial business as Australia in proportion to population, and Germany twice as much as France and England.

The Decline in Business.

THE MOST striking feature in the statistics is the decline in the business of the Chancery Division; the number of proceedings begun (6,006) being the smallest yet recorded. Master MACDONELL gives a series of quinquennial averages from 1886 to 1910, from which it appears that the decline has been continuous except in the period from 1896–1900, when there was a slight increase. The decline is emphasized by the diminution in the fees. The average for 1886–1890 was £62,628; in 1906–1910 it was £44,070, the figures for 1910 being £42,847. The King's Bench Division tells a similar tale, though not to so marked an extent. An interesting diagram is inserted at p. 32, from which the variations in proceedings in the various courts can be seen at a glance. This covers the period from 1892 to 1910. The most striking feature is the rise in the county court plaintiffs, while the lines for the Chancery Division and King's Bench Divisions shew the decrease stated above. In the King's Bench Division in 1910 there was a remarkable increase in trial by jury, 1,303 actions being disposed of in this way, as against 771 tried by a judge alone. In 1906, the proportion was very different, there being in that year 935 jury cases to 836 non-jury cases. It would seem that there is some reaction in favour of trial by jury, although in many cases a jury form a very imperfect means of arriving at a correct result. Out of 2,234 actions tried in this Division there was a verdict or judgment for the defendant in only 562, or in about 25 per cent. Judged by results, Master MACDONELL points out, the plaintiff is right in about three out of four instances. The damages recoverable in actions generally

shew a tendency to decrease. In 1910 the total amount recovered was £399,236, and the average amount per action £478. In the previous year the corresponding figures were £533,211, and £697, but the figures shew considerable fluctuations. In 1907 an average of £1,528 per action produced a total of £1,179,420. The fluctuation in the amount recovered in libel actions is still more marked. The average for 1910 (£553) was the highest of recent years, except 1908, when it was £1,241. In 1905 it was as low as £126. The method of quinquennial averages applied to circuit business shews a great decline—from 1,226 for the period 1886–1890, to 855 for 1906–1910. These were the actions entered; those tried were 1,200 and 640 in the same period, so that the effective business on circuit has been reduced by half in the last twenty-five years.

Strike Clauses in Contracts.

DURING THE last fortnight much vigorous discussion has taken place in the public press as to the effect of a general strike in the coal trade upon the industries and prosperity of the country. One point, which is of great interest to lawyers, is concerned with the precise legal effect of a strike upon those forward contracts for the sale of coal by which coal-owners bind themselves to the middlemen in the various coal markets and exchanges. There are, in reality, two separate cases to consider, namely, that in which the vendor has sought the protection of a clause exonerating him from liability in the case of a delay to perform his contract occasioned by a strike, and that in which he has left himself exposed to the full rigour of the common law. As a matter of fact, strike clauses are by no means so universal as is commonly supposed. In certain cases, such as in building and civil engineering contracts, the insertion of such a clause is all but universal; and the same may be said of shipbuilders' orders to construct large vessels. In small contracts no such stipulation is usual; manufacturers, dealers and carriers seldom protect themselves in this way; and even when they do, the protection is usually confined to delay caused by a strike in the particular trade to which the vendor belongs. Thus a manufacturer of iron bolts and screws may safeguard himself against a strike (1) of his employees, (2) of the ironworkers generally; but he is not likely to obtain a clause protecting him against his inability to secure the coal he requires for his works as the result of a strike in the coal trade. And even where a clause is drawn in such general terms as to cover any strike in any trade anywhere which reacts on the business of the contractor, it is doubtful whether such clause would be treated as valid by the courts; it might be treated as repugnant to the object of the contract and therefore void. Thus in *Leduc v. Ward* (20 Q. B. D. 475), it was provided by a bill of lading that goods should be carried from Fiume to Dunkirk, but the right of "calling at any ports in any order, and of deviating for the purpose of saving life and property" was reserved to the master. It was held that this clause—under which the ship might have circumnavigated the world a dozen times before proceeding to her destination under the bill of lading—was so wide as to be repugnant to the object of the contract and therefore void. A similar clause giving equally wide delays in the case of a vendor's duty to deliver goods, unless carefully drawn, would probably be open to the same objection. While, therefore, coal-owners have no doubt adequately protected themselves in their contracts against their liability during the impending strike, it is to be feared that no such good fortune awaits manufacturers in other trades whose works are brought to a standstill by the shortage in fuel.

Liability in the Absence of a Strike Clause.

THE SECOND case,—that of contractors who have secured no such protection—will depend on the question how far time is of the essence of the contract. Delay caused by strikes is in itself not an excuse for non-performance of a contract: *Budgett v. Binnington & Co.* (1890, 25 Q. B. D. 320). This is rather curious, since at common law a strike was a criminal conspiracy, and breach of contract caused by the criminal acts of a third party might have been treated as excusable, just as it would be if caused by a riot or foreign invasion. Nor could delay caused by a strike be pleaded as an element to be considered in ascer-

taining what is a reasonable time in which to perform the contract; such questions must be decided with regard to the normal state of affairs in existence when the contract was entered into, and therefore presumed to be contemplated by the parties. Even when a strike is followed by the outbreak of war which excuses the performance of the contract—e.g., a contract to build a ship of war for one of the belligerent powers—the delay anterior to such outbreak of war is sufficient to render the contract-breaker liable in damages: *Yzquierdo v. Clydebank Engineering Co.* (1902, A. C. 524). Although time is not of the essence of the bargain in ordinary commercial contracts (Sale of Goods Act, 1893, section 10 (1)), and the question becomes one of fact as to whether or not performance has been made within a reasonable time (*ibid.*, s. 56), yet the tendency of the courts is to treat contracts of sale in which a date for delivery is fixed as incapable of being performed against the will of the purchaser after that date has elapsed: *Bowes v. Shand* (1877, 2 A. C. 455). On the whole, it must be said that very inadequate regard is paid by our law to the danger of strikes; and in the event of such industrial incidents recurring in the future with the suddenness of their occurrence in the last twelve months, the law will have to modify the rigidity of its attitude to breaches induced in this way unless serious hardship is to be caused to the innocent vendor.

The Modern Law of Contempt.

MR. BOTTOMLEY'S case illustrates the recent tendency of our courts to extend the law of contempt in somewhat unexpected directions. Two forms of contempt are known to the law, ordinary and special. The former consists in disobedience to an order of the court, or in breach of an undertaking given to it. With regard to this form of contempt two things should be noted: one court can punish for ordinary contempt committed against another court (*Cook v. C.*, 2 T. L. R. 10); and the attachment or committal of the party in contempt is really in the nature of a mode of civil execution: *Edwards on Execution*, p. 244. In such cases, according to the late Lord Justice MATHEW in *Re Davies* (21 Q. B. D., at p. 236), "Recourse ought not to be had to process of contempt, in aid of a civil remedy, when there is any other mode of doing justice." It is otherwise in the case of "special" contempt, which arises where the jurisdiction, authority, or dignity of the court or its officers has been interfered with or is in question. In such cases the proceedings are quasi-criminal in their character; they are a "criminal cause or matter" within the meaning of section 47 of the Judicature Act, 1873, from which no appeal lies to the Court of Appeal; they usually take the form of a motion before the Divisional Court calling on the offender to shew cause why he should not be dealt with for contempt. But when a receiver or officer appointed by the Court of Chancery is interfered with, that court usually vindicates its own majesty without resort to the aid of the Divisional Court (*Seton 780*, and cases there cited). And scandalous conduct in open court is, of course, usually punished by the judge in whose presence the offence takes place. The limits of "special" contempt are ill-defined, and from time to time unexpected matters are brought within its scope. Thus, the unauthorized report of legal proceedings, when calculated to injure a party to the suit, is contempt: *Buenos Ayres Co. v. Wilde* (29 W. R. 943). So, likewise, is the publication of a case heard *in camera*: *Re Martin-dale* (1894, 3 Ch. 193). So is comment on the report of the Official Receiver in Bankruptcy before it has been read: *Re Hooley* (79 L. T. 706). Formerly a Rule of the Supreme Court (ord. 42, r. 2) made it contempt to use violence or abusive language to a person serving the process of the court, and, although this rule has been repealed, the common law powers of the court extend to punish such conduct: *Brodribb v. B.* (11 P. D. 66). And a barrister conniving at a fraud in the court was committed in *Linwood v. Andrews* (58 L. T. 612). Generally speaking, any attempt to interfere with the course of justice amounts to contempt: *Re Johnson* (20 Q. B. D., per Lord Esher, at pp. 71, 72). And in a proper case a threatened contempt may either be punished on motion or restrained by an injunction: *Coats v. Chadwick* (1894, 1 Ch. 347.)

Charitable Gifts for Religious Purposes.

THE CASE of *Dunne v. Byrne*, recently decided by the Judicial Committee of the Privy Council on appeal from the High Court of Australia (reported elsewhere), is a noteworthy decision on what may or may not constitute a gift for religious purposes so as to be valid as a charitable gift. It would, indeed, be noteworthy if for no other reason than that the judgment was delivered by Lord MACNAGHTEN. It is twenty-one years now since the House of Lords decided the case of *Income Tax Commissioners v. Pemsel* (1891, A. C. 531), and in any case where the question arises whether a gift is charitable or not, the definition or description of "charity in its legal sense" given by Lord MACNAGHTEN on p. 583 is always referred to. The four principal divisions were there said to be: "Trusts for the relief of poverty; trusts for the advancement of education; trusts for the advancement of religion; and trusts for other purposes beneficial to the community." In the present case there was a bequest of residue "to the Roman Catholic Archbishop of Brisbane and his successors, to be used and expended, wholly or in part, as such Archbishop may judge most conducive to the good of religion in this diocese." The question to be decided was whether this was a good charitable bequest or not. The Supreme Court of Queensland had unanimously held it was; the High Court of Australia, by a majority of three judges to two, had held that it was not, and the gift was declared void for uncertainty. The Judicial Committee, "not without reluctance," concurred in the view taken by the Australian Appellate Court and dismissed the appeal, thus holding the gift to be void. The great divergence of judicial opinion is certainly remarkable, the view that the gift was a good charitable gift being taken by no less than five Australian judges. The extreme tenuity of the dividing line between the two conflicting views is indicated, not only by the "reluctance" with which the Judicial Committee upheld the High Court of Australia, but also by the close resemblance of the testator's expression, "conducive to the good of religion in this diocese," to that employed in Lord MACNAGHTEN'S own definition—"advancement of religion"—in *Income Tax Commissioners v. Pemsel* (*supra*). The Judicial Committee's judgment proceeds on the footing that the expression used by the testator is not identical in meaning with the expression "for religious purposes." Incidentally, some doubt was thrown, in the course of the Judicial Committee's judgment, on the decision of the Court of Appeal in *Re White* (1893, 2 Ch. 41), where a gift "to the following religious societies," followed by a blank, was held to be a good charitable gift.

Suits against Crown Office Officials.

IN THE CASE of *Pridgeon v. Mellor and Others* (*Times*, February 23rd), Mr. Justice PICKFORD had to deal with a somewhat unusual point. The plaintiff was alleged to have in her possession property belonging to the Crown, and a writ of extent was issued to seize this property. Such a writ cannot be issued without a *fiat* of a High Court judge, obtained upon an affidavit which makes certain necessary allegations, one of which is the insolvency of the subject to whom it is issued (Annual Practice, vol. ii., part x., Extents). This writ was issued without such allegation, and therefore was subsequently set aside by Mr. Justice BRAY on the ground of irregularity. In the meantime the goods of the plaintiff had been seized under the writ, and on this alleged technical trespass the plaintiff sued various officials of the Treasury whose duty it was to issue the writ. The question of liability turns entirely on whether or not the issue of the writ is a judicial or merely a ministerial process. If the latter, then the setting aside of the writ invalidates it *ab initio*, and all acts done in pursuance of it become unauthorized. But when the issue of the writ is a judicial act, then the setting of it aside does not affect the validity of proceedings done during its operation, and such acts are protected: *Prentice v. Harrison* (4 Q. B., at p. 856). In the present case, the issue of the writ was discretionary, being made by a judge upon hearing certain affidavits; it was, therefore, not ministerial, but judicial; and, accordingly, the court held the alleged trespass to be justified by the existence of the writ.

Criminal Appeal to the House of Lords.

IN OUR ISSUE of the 13th of January (*ante*, p. 198) we called attention to the decision of the Court of Criminal Appeal in *Rex v. Auster* and *Rex v. Leach*, where, under section 4 of the Criminal Evidence Act, 1898, the wife of the accused husband was in each case held to be compellable, as well as competent, to give evidence against the husband. The prosecution was under the Punishment of Incest Act, 1908, one of the Acts scheduled (by subsequent enactment) in the Criminal Evidence Act, 1898. The observation made in our note of the 13th of January, as to the necessity for remembering that the decisions of the Court of Criminal Appeal are "not absolutely final on points of law of public importance," turns out to have been a pertinent one, for, as very shortly reported in the *Times* of February 27th—*Leach v. Director of Public Prosecutions*—the House of Lords has now reversed the decision of the Court of Criminal Appeal, holding that the wife, though competent, was not compellable to give evidence against her husband. The words of the Act (Criminal Evidence Act, 1898, section 4) that had to be construed are "may be called as a witness," and this is now held to mean that the wife or husband, when called as a witness, is not "compellable" to give evidence. The appeal to the House of Lords lies in virtue of the provisions of section 1 (6) of the Criminal Appeal Act, 1907, and the present case appears to be the second appeal of this kind, the first being *Rex v. Bull* (1911, A. C. 47), in which case, also, the prosecution was for an offence under the Punishment of Incest Act, 1908, and the question taken to the House of Lords concerned the admissibility of evidence.

Solomon v. Attenborough in the Court of Appeal.

A CORRESPONDENT, whose letter we print elsewhere, takes exception to the observations made upon the recent decision of the Court of Appeal in *Solomon v. Attenborough* in our issue of the 10th of February (*ante*, p. 264). He thinks we omitted to notice that the administration of the estate had "long since been completed." It appears, however, from the report in 1911, 2 Ch. 159, and particularly from the judgment of Mr. Justice JOYCE at p. 164, that, whilst it was "probably true that long before this transaction of pawning in 1892, all the debts and liabilities of the testator . . . had been paid or discharged," yet the administration of the estate had not been completed. The judgment from which we have quoted proceeds: "As a matter of fact . . . the testator's residuary estate has not even now been distributed or even completely realized, and some proceedings are now pending with respect to the administration of the testator's estate." The Court of Appeal differed from, and reversed, Mr. Justice JOYCE, not on the ground that the estate had been wound up and the executors had become trustees, but on the ground that the executor who pawned the chattels did not say he was an executor. Our esteemed correspondent is, of course, quite entitled to prefer the decision of the Court of Appeal, and to disagree with our criticism of that decision; but his letter merely states that decision, without advancing any new argument in support of it.

Letters as Trade-Marks.

THE case of *W. & G. Du Cros Trade-Mark* before the Court of Appeal (29 R. P. C. 65) is an interesting one; the question involved being the registration of letters as a trade-mark. Prior to the Trade-Marks Act, 1905, letters could only be registered as an old trade-mark—i.e., as having been used before August, 1875. This privilege is preserved to them by the Act of 1905, but under that Act letters not so used became registrable as a distinctive mark, because "mark" is defined as including (*inter alia*) a device, a letter, or any combination thereof. In the case under notice *W. & G. Du Cros (Limited)* applied to register *W. & G.* in script, with an exaggerated, but not very unusual, tail to the *G.* extending under the whole mark. They also applied to register *W. & G.* in block letters. Both applications were for registration in respect of motor-vehicles. The applicants had used the mark in the first form for three years on their motor-vehicles and in other ways, but had never used the second mark.

There was some evidence adduced by the applicants as to their user of *W. & G.* in script form on their motor-cabs and trade documents, and as to their motor-cabs being known and called in London "*W. & G. cabs.*" The applications came before the Comptroller-General, who refused them both. The applicants appealed against this decision to *Evie, J.*, who affirmed it (28 R. P. C. 413). The applicants then appealed to the Court of Appeal, and the appeal was heard before the Master of the Rolls and Lord Justices *FLETCHER MOULTON* and *FARWELL*, who unanimously, although with some hesitation on the part of *FARWELL, L.J.*, held that the first application ought to be allowed to proceed. *FLETCHER MOULTON, L.J.*, thought that the second application ought to be allowed to proceed also, but the Master of the Rolls and *FARWELL, L.J.*, held that the second application should be refused. As the result, the application to register in script form will go forward in the usual way, i.e., will be advertised and can then be opposed. If there is an opposition, on that opposition the question whether the mark should be registered will fall for final decision; but if there is no opposition, or if the opposition is decided in favour of the applicants, registration will follow under section 16 of the Act.

It will be remembered that "distinctive" in section 9 means "adapted to distinguish the goods of the proprietor of a trade-mark from those of other persons," and that, in determining whether a trade-mark is so adapted, the tribunal may, in the case of a trade-mark in actual use, take into consideration the extent to which such user has rendered such trade-mark in fact distinctive. In the case under notice the question arose whether letters used as a mark are *per se* distinctive, i.e., adapted to distinguish. The Comptroller's view was that *prima facie* letters are not *per se* adapted to distinguish, and this, too, was the view of *Evie, J.* The Court of Appeal did not adopt this, and we think that it could hardly have done so considering the number of instances in reported cases of letters having been held to distinguish the goods of particular traders in the market—e.g., *K.M.S.* (26 R. P. C. 251). What the Master of the Rolls and *FARWELL, L.J.*, appear to have held is that some combinations of letters would, on the view, be held distinctive and that some would not, and that *W. & G.* in block letters fell into the latter category; but *FLETCHER MOULTON, L.J.*, took the view that all combinations of letters are *prima facie* distinctive, and therefore he held that the application to register *W. & G.* in block letters ought to proceed. With regard to *W. & G.* in script, the Court of Appeal held, as we have stated, that the application ought to proceed, and the Master of the Rolls and *FLETCHER MOULTON, L.J.*, considered that it might be treated as a device as well as a combination of letters. It was argued that the registration of *W. & G.* would prevent other traders, the initials of whose firm were *W. & G.*, from using their initials upon or in connection with their goods; and the Master of the Rolls said that the attempt to register *W. & G.* was an illegitimate attempt to take exclusive possession of a part of the alphabet to the detriment of future traders who may honestly desire to put their own initials on their own goods. If there are any traders *in esse* who either do put, or desire to put, their own initials on their goods, it would be open to them to come forward and oppose registration; but it appears to us that in this matter of the registration of trade-marks there is a too great tendency to consider future traders, and that to refuse registration of a trade-mark because there may, perhaps, be traders in the future who may wish to make use of that trade-mark, is carrying the protection of the public to an unjustifiable extent. Finally, we may say that we regret to find that, in carrying out the Act of 1905, there is too great stringency on the part of both the Patent Office and the courts, and that the way in which the Act is worked operates to take away much of the benefit which it was intended to confer on trade-mark owners. Another interesting point came up in the case under notice. It is sometimes contended that the Comptroller has an absolute discretion to refuse the registration of a trade-mark, and in the case under notice it was urged that, as the Comptroller had refused to accept the applications, the court should not review the exercise of his discretion. It is perfectly true that no man has an absolute right to register a trade-mark, but his right is this, to obtain registration of any mark which is a registrable trade-mark under

the provisions of the Act of 1905—i.e., his right to registration is measured by the Act. The provision of the Act which gives the Comptroller a discretion to accept or refuse an application for registration is found in section 12 (2), which is as follows:—"Subject to the provisions of this Act the Registrar may refuse such application or may accept it absolutely or subject to conditions, amendments or modifications." Sub-section (3) requires the Comptroller, in the case of a refusal, to state in writing, if required by the applicant, the grounds of his decision and the materials used by him in arriving at the same, and there is to be an appeal to the Board of Trade or to the court at the option of the applicant. The governing words of section 12 (2) are "subject to the provisions of this Act," which clearly indicate, as it appears to us, that the Comptroller's refusal can only be based on something to be found within the four corners of the Act. This is also the opinion of FLETCHER MOULTON, L.J., who, in the case under notice, after stating that it was true that the registration of a trade-mark is not *ex debito justitiae*, said that this "does not mean that the Comptroller has a discretion to register a trade-mark or not register it, according as he thinks it is a desirable form of trade-mark or not. Such limitations must be found in the Act if they are to be enforced by the Patent Office. The true doctrine in this respect is that enunciated by Lord Justice LINDLEY in the *Somatose* case where, in speaking of the discretion given to the Comptroller, he said:—"It would clearly justify the rejection of any trade-mark, even if it contains one of the statutory requisites, if such mark be of an indecent or libellous character, or if it infringes the right of some other person, or if it is identical with, or so similar to, one already registered as to be calculated to deceive. But I can find no other restriction; and if a person seeks to register a trade-mark which is open to none of these objections, and which does contain one of the essentials mentioned in section 10 of the Act of 1888, I am aware of no legal principle which would justify the court in refusing to direct its registration." The learned Lord Justice added that the law so laid down by LINDLEY, L.J., had not, to his knowledge, ever been doubted or differed from, and FARWELL, L.J., said that it had been generally accepted as correct. It would be a very good thing if the Comptroller, in exercising his discretion as to refusing applications to register trade-marks, were to confine himself strictly to the principles laid down by LINDLEY, L.J., and approved by FLETCHER MOULTON and FARWELL, L.J.J. A refusal to register is not so serious in the case of a rich company or a big firm as it is in the case of a small trader, who, although the registration of the trade-mark he has applied for may be of considerable commercial importance to him, yet naturally hesitates to incur the costs of an appeal, especially as, if he appeals to the court, which he probably will elect to do, he cannot, even if successful, have any costs awarded to him, and will most probably, whether successful or unsuccessful, have to pay the Comptroller's costs in addition to his own.

The Effect of the Conveyancing Act, 1911.

(3) As to Trusts (*continued*).

(3) DISPOSITIONS ON TRUST FOR SALE.

SECTION 10 of the Conveyancing Act, 1911, is intended to add to the powers of trustees in regard to the sale of land, and it deals (1) with the case where trustees have properly invested in land and desire to resell, and (2) with the case where trustees hold land on trust for sale, but, owing to lapse of time, doubts have arisen whether the trust is still exercisable.

A purchase of land by trustees may be made either under an express power contained in the trust instrument, or in breach of trust. The present statute deals only with the former case. Where trustees have invested trust money in breach of trust, the beneficiaries are entitled to take the land *in specie*; but the primary duty of the trustees is to realize the land, and ascertain any deficiency there may be, so that they may make

good the loss to the trust estate. Hence, unless all the beneficiaries are at once competent and desirous to take the land *in specie*, the trustees can sell and make a good title to a purchaser, notwithstanding that he has notice of the breach of trust involved in the investment: *Re Jenkins and Randall & Co's Contract* (1903, 2 Ch. 362). Where the trust instrument contains power to invest in land it has been usual to insert clauses authorizing a resale; in effect these provide that the land purchased shall be assured to the trustees upon trust for sale, and that in the meantime the rents and profits shall be applied in the same manner as the income of the trust funds used for the purchase would have been applicable if the purchase had not been made. Section 10 (1) is intended to avoid the necessity of inserting these special clauses. It applies to settlements within the meaning of section 63 of the Settled Land Act, 1882: that is, settlements of land on trust for sale; and to other settlements of property as personal estate. Where such a settlement contains a power to invest in the purchase of land, the land, unless the settlement otherwise provides, is to be held by the trustees on trust for sale, with power to postpone the sale; and the net rents and profits until sale, after keeping down costs of repairs and insurance and other outgoings, are to be paid or applied in like manner as the income of investments representing the purchase money would be payable or applicable if a sale had been made and the proceeds had been duly invested in personal estate.

This provision is restricted to settlements coming into operation after the 31st of December, 1911. But although it will be useful as defining the powers of trustees, the necessity for it has been taken away by recent judicial decisions. The resale of the land is, it is obvious, in the nature of a change of investment, and it can be effected under the ordinary powers of trustees. In *Re Gent & Eason's Contract* (1905, 1 Ch. 380), a testator by his will authorized his trustee to invest the trust moneys in the purchase of land and in other specified investments, "with full power to vary and transpose such securities for other securities of any of the descriptions hereinbefore authorized." FARWELL, J., held that this power of varying securities applied as much to the investments in land as to the other investments, and that it gave the trustees power to resell the purchased land. And for this purpose an express power to vary investments is not required. A power to invest implies power to vary investments, and hence, where the trust instrument contains power to invest, but no power to vary, the trustees can resell the land: *Re Pope's Contract* (1911, 2 Ch. 442). In effect, therefore, the need for this clause of the Conveyancing Act, 1911, has ceased during the progress of the measure through Parliament.

As regards the duration of trusts for sale, the Act makes a useful change. Section 10 (3) provides that where land has, either before or after the commencement of the Act, become subject to an express or implied trust for sale, such trust is, so far as regards the safety and protection of any purchaser thereunder, to be deemed to be subsisting until the land has been conveyed to or under the direction of the persons interested in the proceeds of sale. It will be noticed that the clause refers to trusts for sale, and not to powers of sale. The objects of a trust and a power are essentially different, and there is a corresponding difference in the time during which they can be performed or exercised. A power of sale does not convert the land into personalty forthwith. It may be inserted merely to enable settled land to be sold in case a sale should become desirable, or it may be inserted with a view to sale and the division of the proceeds among a number of persons entitled. The result is that there is no conversion of the realty into personalty until the power of sale is exercised. And there is the further practical distinction between a power and a trust, that the power of sale must be so given as to be exercisable only within the limits allowed by the rule against perpetuities, while a trust for sale is only subject to the rule in the sense that the trust itself must arise within these limits. Where the power is, as is frequently the case, expressly limited to be exercisable within the limits, no difficulty arises. And although the power is not so restricted, but is given in general terms, it is not necessarily void, and the courts have supported it where an implied restric-

tion is placed on its duration by the terms or limitations of the trust instrument. "The courts," said JESSEL, M.R., in *Peters v. Lewis and East Grinstead Railway Co.* (18 Ch. D., p. 433), "have decided that the powers, although framed in general terms, are limited by the nature of the limitations contained in the settlement or will, so that when, by reason of the expiration or cesser of the limitations contained in the settlement, whether made by will or deed, the absolute interests come into existence, then the power is considered to be at an end": see *Lantsbery v. Collier* (2 K. & J. 709). But this passage only contemplates the case of the power being required during the continuance of the limited interests. It does not deal with the case of the power being required in order to effect a division of the proceeds after a life estate or other limited interest has come to an end, and in such cases the power remains exercisable for a limited time after the absolute interests have matured, provided that the limits of the rule against perpetuities are not then exceeded, and provided that the beneficiaries, being all *sui juris*, have not themselves elected to put an end to the power. This was pointed out by JESSEL, M.R., in the case just referred to, and it has subsequently been held to be a question of intention, to be gathered from the whole instrument, whether the power of sale remains exercisable after the absolute interests have vested in possession (*Re Cotton's Trustees and School Board for London*, 9 Ch. D. 624; *Re Jump*, 1903, 1 Ch. 129); and it will be so exercisable if the object of the power is the division of the proceeds among the beneficiaries: *Re Sudeley & Baines' Contract* (1894, 1 Ch. 334).

The effect of these decisions is that a power of sale is in general exercisable within the period contemplated by the settlor, notwithstanding that there are persons who have become absolutely entitled, provided that it is exercised within the limits of the rule against perpetuities, and that the beneficiaries have not elected to put an end to the power. As regards trusts for sale, it is, as pointed out above, sufficient that the trust arises within the limits; if this condition is satisfied, no objection to the performance of the trust on the ground of a perpetuity can be taken. And since the trust continues in force until all the beneficiaries have elected to take the property *in specie*, it would seem that a purchaser takes a good title unless he has notice of such election. This seems to have been recognized in *Re Tweedie & Miles* (27 Ch. D. 315), but the judgment of PEARSON, J., suggested that where the beneficiaries had become absolutely entitled and were *sui juris*, the trust could only be exercised within a reasonable time. Consequently, purchasers have not been safe in accepting a title from the trustees where the beneficiaries have allowed the property to remain with the trustees for a number of years. The present provision of the Conveyancing Act, 1911, removes this difficulty, and preserves the trustees' right to sell until there has been an actual conveyance to or under the direction of the beneficiaries.

Reviews.

Gaming, Betting, and Lotteries.

THE LAW RELATING TO GAMING, BETTING AND LOTTERIES. By F. ERNEST OGBURN, Solicitor. Eppingham Wilson.

This book does not pretend to be an elaborate treatise for the benefit of lawyers; it is intended to aid the man in the street to arrive at an understanding of the legal position in which a devotion to the speculative side of sport is calculated to place him. The book opens with twenty-two pages in which the Gaming statutes are set out at length; these comprise the Gaming Acts of 1835, 1845, and 1892, the Art Unions Act, 1846 (a little-known enactment which legalizes the distribution of works of art among members of an art club by the machinery of a lottery), the Betting Acts of 1853 and 1874, the Gaming Houses Act of 1854, the Racecourses Licensing Act, 1879, the Betting and Loans (Infants') Act, 1892, and section 8 of the Bankruptcy Act, 1883 (this section relates to the suspension of a bankrupt's discharge when he has contributed to his bankruptcy by hazardous speculation). This is followed by a series of chapters which deal—each in some half-dozen pages—with Gaming and Wagering, Fresh Consideration, Betting and Gaming Houses, Stakes and Stakeholders, Lotteries, Securities given for Bets, Stock Exchange Gambling, Life Insurance, Street Betting, and one or two subjects of a kindred nature. The most

interesting chapter is that on "fresh consideration," which explains the refined technicalities by which a contract avoided by the Legislature can be made operative and enforceable by the ingenious device of threatening to sue or post the defendant, and withdrawing the suit upon his promise to pay a sum equal to the amount of the bet. Lord Romilly's judgment in *Bubb v. Yelverton* (1870, L. R. 9 Eq. 471), the *fons et origo* of this doctrine—is fully and correctly explained, and the more recent cases are noted.

Criminal Law.

THE ELEMENTS OF CRIMINAL LAW AND PROCEDURE. ADAPTED FOR THE USE OF STUDENTS. By A. M. WILSHIRE, M.A., LL.B., Barrister-at-Law. SECOND EDITION. Sweet & Maxwell.

This is a student's guide to our criminal law, and it is a good guide. Though nominally a second edition, it has been entirely re-written and considerably enlarged. One of the most novel and interesting features of the work is the attempt which the author has conscientiously made to give the judicial definition of each crime whenever one can be found in a leading case; no doubt, here, great assistance has been derived from the late Mr. Stroud's Judicial Dictionary. Indeed, all through the book statements of law are, whenever practicable, given at first hand within inverted commas, in the language of the judge who laid them down. The arrangement of the book is methodical and exact; indeed, the careful subdivision into categories and sub-categories is apt to grow just a trifle monotonous, but it is well adapted to assist the student. There are useful chapters on such difficult subjects as Indictment, Appeal, Evidence and Summary Jurisdiction. In the Appendix there appears a note on the Director of Public Prosecutions; another upon Extradition, and another on the Official Secrets Act, 1911. The index is not quite so full as it might have been, but then a student ought not to require an index at all—he should read his text-book through from cover to cover, and make his own index of useful points. Any student who treats Mr. Wilshire's little book in this way will find in it all that he can require for the purposes of any ordinary legal examination.

Books of the Week.

Patent Law.—Treatise on the Law and Practice relating to Letters Patent for Inventions, with an Appendix of Statutes, International Convention Rules, Forms and Precedents, Orders, &c. By ROBERT FROST, B.Sc. (Lond.), Barrister-at Law. In Two Vols. Fourth Edition. Stevens & Haynes.

Yearly Digest.—Butterworth's Yearly Digest of Reported Cases for the Year 1911. Being the Fourth Yearly Supplement of Butterworth's Ten Years' Digest, and containing the Cases decided in the Supreme and other Courts, including a copious selection of Reported Cases decided in the Irish and Scottish Courts; with Lists of Cases Digested, Overruled, Considered, &c., and of Statutes, Orders, Rules, &c., referred to. Edited by HARRY CLOVER, Barrister-at Law. Butterworth & Co.

Company Law.—A.B.C. Guide to Company Law and Practice, giving Information, in Alphabetical Order, on the Points most frequently arising with reference to the Administration of Companies and the Legal Requirements relating thereto. By HERBERT W. JORDAN, Company Registration Agent. Tenth Edition. Jordan & Sons (Limited).

Correspondence.

The Law of Distress Amendment Act, 1908.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I do not know whether you have considered the report of the case of *London Furnishing Co. v. Solomon*, which appears in the *Times* of the 23rd inst.

The Law of Distress Amendment Act, 1908, has certainly abridged a landlord's rights very considerably, but I hope not to the extent which Darling and Bucknill, J.J., have decided.

Section 4 (1) says that the Act shall not apply to goods belonging to the husband or wife of a tenant whose rent is in arrear, nor to goods comprised in any bill of sale, hire-purchase agreement or settlement made by such tenant, nor to goods in the possession, order or disposition of such tenant by the consent and permission of the true owner under such circumstances that such tenant is the reputed owner thereof.

In the case cited the hirer had agreed to regularly and punctually pay the rent, &c., of the house in which the hired furniture should be for the time being, and to keep such furniture free from all legal process, and the agreement also provided that if the hirer did not perform that agreement, the owners might retake possession of the furniture let.

When the hirer got in arrear, the owners of the furniture wrote on the 12th of September, stating that they had decided to terminate the agreement by reason of her non-compliance with her agreement, and sent for the goods, which the landlord refused to deliver, on the ground that rent was owing.

On this the declaration, under section 1 of the Act of 1908, was served claiming the goods, but notwithstanding such declaration, the defendant landlord levied a distress.

Darling and Bucknill, JJ., have held that when the plaintiffs put an end to the hire-purchase agreement by notice, from that moment the hirer (tenant) had no interest in the goods at all, and that the landlord's right of distress was gone. This seems to be in the teeth of section 4 (1), and it would be easy to devise a hire-purchase agreement by which the hirer was immediately in default,—e.g., by providing that the hirer should always keep the hired goods on premises the rent of which he had paid in advance.

It also seems that section 4 was directly intended against the mischief of hire and sale agreements being used to defeat a landlord, which the judgment cited seems to authorize, and that a tenant can now get into occupation of premises of which he cannot pay the rent; hire the requisite furniture, and the landlord will have to whistle for any remedy.

I hope that the case may be appealed against.

E. T. HARGRAVES.

52, Coleman-street, E.C., Feb. 26.

[We hope to consider the decision hereafter.—Ed. S.J.]

Solomon v. Attenborough.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—With reference to your remarks on the case of *Solomon v. Attenborough* (1911, 2 Ch. 159) in your number of the 10th of February, do you not overlook the crucial fact that, in that case, at the time of the pledge being effected, the administration of the estate of which the pledgor was one of the executors and trustees had (as shewn by production of the residuary account) long since been completed, and the only title that the pledgor had to the articles in question was as one of several trustees? Thus in purporting to pledge the articles at all, he was acting wrongfully, and might, if detected, have been restrained by injunction.

Whether or not, owing to the peculiar protection which, for public policy, the law gives to a purchaser of property from an executor acting as such, the pledgor might, by stating that he was an executor and producing the probate, have given a good title to the innocent pledgee, notwithstanding that his action would still have been wrongful, is another matter. As, however, it was obvious that he had no right to pledge as a private individual, and that, except by invoking the peculiar protection referred to above, the pledgee could not hope to get any real title, there seems little to find fault with in the judgment of the Court of Appeal.

Lincoln's-inn, Feb. 15.

[See observations under head of "Current Topics."—Ed. S.J.]

"Our good deeds live after us."

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—During his life the late Sir George Lewis was a devoted friend to the United Law Clerks' Society; he was one of its trustees, attended many of its festivals, gave donations amounting to nearly £1,000, and by his will left the society a legacy of £100.

Permit me to point out that the United Law Clerks' Society is sadly in need of legacies in order to enlarge the area of its usefulness.

The society was established some eighty years ago by a few managing clerks in order to inculcate habits of thriftiness in law clerks, and during its long and beneficent career it has distributed about £200,000 to members and non-members.

Curiously enough, nearly one-half of the total amount received from legacies has resulted from the estates of ladies—the largest legacy from a Miss Woodward, of £1,800.

Since the late Lord Herschell, when advocating the claims of the society, suggested that "there might be, and ought to be, many more legacies," many wealthy lawyers have died, but, as far as I am aware, the only legacies to the society from great lawyers have been £100 from the late Sir John Hollams and £100 from the late Sir George Lewis.

FIFTY YEARS A LAWYER'S CLERK.

Feb. 22.

Mr. E. E. Blyth, B.A., LL.D., solicitor, who has been elected the first Lord Mayor of Norwich, has been presented with his portrait by Mr. Orpen, A.R.A., in recognition of his services to the municipality. The portrait is to be hung in St. Andrew's Hall. Dr. Blyth was admitted in 1878, and is the hon. secretary of the Norfolk and Norwich Incorporated Law Society.

CASES OF THE WEEK.

House of Lords.

TAYLOR v. LONDON AND NORTH-WESTERN RAILWAY CO.
3rd and 6th Nov.; 19th Feb.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—ANY WEEKLY PAYMENT MAY BE REVIEWED—AGREEMENT OF WEEKLY PAYMENT—AWARD FINALLY TERMINATING AGREEMENT—POWER OF ARBITRATOR TO TERMINATE AGREEMENT: AND WEEKLY PAYMENT—WORKMEN'S COMPENSATION ACT, 1906, SCHD. 1, 16.

An appeal by a workman raised the question whether, when in exercise of the jurisdiction conferred by Rule 16 of Schedule 1 attached to the Workmen's Compensation Act, 1906, the county court judge, as arbitrator, orders that the weekly sums payable to a workman, whether under an award or registered agreement, by way of compensation for incapacity caused by accidental injury, should be "ended," he is bound to make this order merely suspensory, no matter how convinced he may be that the incapacity will never recur, or how overwhelming may be the evidence leading him to that conclusion.

Held, that as a judge had power to make an order that payments should finally stop, he, by such an order, in effect terminated the agreement.

Therefore, although strictly the judgment was technically wrong in form, there was nothing which took it outside the decision in *Nicholson v. Piper* (51 SOLICITORS' JOURNAL, 569; 1907, A. C. 215), and the appeal failed.

Decision of Court of Appeal (4 B. W. C. C. 11) affirmed.

Appeal by the workman from an order of the Court of Appeal affirming an award of his Honour Judge Bacon, at the Bloomsbury County Court (reported 4 B. W. C. C. 11). The appellant was a brakesman in the respondent company's employment, and while at work for them met with an accident for which liability was admitted by the company and full weekly compensation paid. He soon returned to work at his old wages, and the compensation ceased. Some time later he fell ill, and, attributing his illness to the injury, applied to register a memorandum of the original agreement to pay him compensation. The employers objected, on the ground that the man had fully recovered at the time that he went back to work, and therefore the agreement ought not to be registered, because that would give him a right to claim compensation if he became ill at any time again, provided that such illness were attributable to the accident. The county court judge, however, registered the agreement, and the employers thereupon applied to have the liability to pay reviewed. The judge, on that application, made an order terminating the liability, as in his opinion the illness that the man was then suffering from had nothing to do with the accident, from the effects of which, he found, he had entirely recovered. Counsel for the workman then raised the point that under section 1 of the Act the master was made liable to pay an injured workman compensation for accident so long as the incapacity to work continued, and subsequently to make up any difference in earnings if the man so far recovered as to do light work at some smaller rate of wages; and if at any time after recovery the incapacity returned, the master's liability was to revive. It was argued that the order proposed to be made by the judge ought to be limited to the cessation of paying weekly compensation, leaving the liability to continue should incapacity to work return or an order made for payment of 1d. per week, so as to keep his rights alive.

Lord LOREBURN, C., in giving judgment, said: I agree with Lord Atkinson that in this case the order made by the county court judge is technically erroneous, because his jurisdiction was merely to say that the weekly payments should be "ended, diminished, or increased," whereas he has ordered that the agreement be terminated. It is obvious, however, that, according to the decision of this House in *Nicholson v. Piper*, decided in 1907, the county court judge might have in effect terminated the agreement finally by making an order that the weekly payment should be ended. He meant to end the payment, but put the judgment in the wrong form. We are bound by the decision in *Nicholson v. Piper*. It is there settled that when a county court judge is satisfied that the incapacity resulting from an injury has finally disappeared he can so adjudge, and thereby finally end the weekly payment beyond revival. This may be attended with hardship if in any case the incapacity should in fact return, contrary to the anticipation of the county court judge. Under section 1 (b) of the first schedule the weekly payment is to be "during the incapacity," and it might possibly happen that a man entitled under the Act would find himself barred by an order to end the weekly payment made under an erroneous expectation. I do not think there is anything in the decision of *Nicholson v. Piper* which prevents the county court judge from adjudging that the weekly payment be suspended until further order. The same result is, we are told, attained by a practice of ordering a merely nominal payment in order to keep the question alive. In my view either of these methods may be lawfully adopted; an ending of payment may be either temporary or permanent. It seems hardly worth while to refer this case back to the county court judge in order that he may put his decision in strict form, because there is no doubt about the substance of his decision. But if the appellant desires it, I think this ought to be done. It ought not, however, to affect the costs, being merely a formal point.

Lords ATKINSON, MERSEY, and SHAW gave judgment to the same

effect. The appeal was accordingly dismissed with costs.—COUNSEL, *Sankey, K.C., and Edmond Browne; T. Mordaunt Snagge. SOLICITORS, Pattinson & Brewer; C. de J. Andreues.*

[Reported by *ERSKINE REID, Barrister-at-Law.*]

Judicial Committee of the Privy Council.

DUNNE v. BRYNE. 22nd Feb.

CHARITY—GIFT TO ROMAN CATHOLIC ARCHBISHOP—"TO BE USED AND EXPENDED WHOLLY OR IN PART AS SUCH ARCHBISHOP MAY JUDGE MOST CONDUCTIVE TO THE GOOD OF RELIGION IN THIS DIOCESE"—WHETHER GOOD AS A CHARITABLE BEQUEST.

A Roman Catholic clergyman in charge of a mission disposed by will of the residue of his estate in the following words: "I will and bequeath . . . that the residue of my estate should be handed to the Roman Catholic Archbishop of Brisbane and his successors, to be used and expended wholly or in part as such Archbishop may judge most conducive to the good of religion in this diocese."

Held, that the bequest was invalid.

Appeal by the Roman Catholic Archbishop of Brisbane (Dr. Dunne) and the Rev. Father Denis Fohy from a judgment of the High Court of Australia varying a decision of the Supreme Court of Queensland. The arguments were heard before a Board consisting of Lords Macnaghten, Shaw, Mersey, and Robson.

Lord MACNAGHTEN, who delivered the judgment, said the question was whether the testator's bequest of the residue of his estate was a good charitable bequest. It was argued for the appellants that it was, because according to the authorities a gift to a Roman Catholic Archbishop and his successors, simply had been held to be a charitable gift, and there was to be found in this will an overwhelming charitable intention sufficient to supply the lack of certainty—if lack of certainty there was—in the declared object of the bequest. Their lordships, following *Re Davidson* (1909, 1 Ch. 567), rejected that argument. For the respondent it was contended that even if the trust declared was a charitable trust, nevertheless it was invalid, because the words "wholly or in part" left it uncertain how much of the subject matter of the gift was impressed with the trust. Their lordships did not share that difficulty, because the expression the fund was to be "used" implied that the capital was to be kept intact, and (if the trustee thought fit) "expended in whole or in part" in promoting the object of the trust. But the real difficulty in the case was this: The fund was to be applied in such manner as the "Archbishop may judge most conducive to the good of religion" in his diocese. It could not be disputed that a thing might be "conductive" and in particular circumstances "most conducive" to the good of religion in a particular diocese or in a particular district without being charitable in the sense which the court attached to the word, and, indeed, without being in itself in any sense religious: *Cocks v. Manners* (L.R., 12 Eq. 574); see also *Baker v. Sutton* (1 Keen, 224, 233) and *James v. Allen* (3 Mer. 17). It was said "This is a gift for religious purposes, and the court has held over and over again that a gift for religious purposes is a good charitable gift." That was true. But the answer was "This is not in terms a gift for religious purposes, nor are the words synonymous with that expression." Their lordships agreed with the opinion of the Chief Justice that the expression used by this testator was wider and more definite than was the bequest in *James v. Allen*, and on this part of the case *Re White* (1893, 2 Ch. 41) was referred to. In the present case their lordships thought that they were not bound to treat the expression used by the testator as identical with the expression "for religious purposes," and therefore, not without reluctance, they were compelled to concur in the conclusion appealed from. Their lordships accordingly would humbly advise that the appeal be dismissed, but having regard to the great divergence of judicial opinion expressed, and the fact that the difficulty was occasioned by the testator himself, that the costs of both parties as between solicitor and client ought to be paid out of the estate.—COUNSEL, *Buckmaster, K.C., and J. F. Gibbith for the appellants; Dunckworts, K.C., P. F. Wheeler and T. P. Power for the respondent. SOLICITORS, White & Co.; Trinder, Capron, & Co.*

[Reported by *ERSKINE REID, Barrister-at-Law.*]

Court of Appeal.

REX v. HATHERTON AND HARDY, JUSTICES OF THE COUNTY OF STAFFORD. *Ex parte ORMSKIRK UNION.* No. 1. 13th and 15th Feb.

POOR LAW—PAUPER LUNATIC—SETTLEMENT ADMITTED WITHOUT FORMAL INQUIRY—GENERAL EXPENSES OF MAINTENANCE PAID TO UNION WHERE PAUPER WAS ORIGINALLY PLACED—SUBSEQUENT CLAIM BY THAT UNION FOR EXTRA EXPENSES—ORDER OF JUSTICES—LUNACY ACT, 1890, SS. 286 TO 289.

A pauper lunatic was sent to the West Bromwich Union pending the adjudication of her settlement. After three years, an agreement was come to between the Ormskirk Guardians and the West Bromwich Guardians by which the former became responsible for the lunatic's maintenance

on the ground that the lunatic was settled in Ormskirk. The Ormskirk Union paid the whole of the general expenses then claimed. Later the West Bromwich Union said that they had in respect of the same lunatic incurred special expenses by reason of the woman's state of health, and they demanded a further payment of about £33. The justices made an order that the Ormskirk Union should pay this balance to the West Bromwich Union.

Held, that although there had been no adjudication of settlement "in accordance with the provisions of this Act," nevertheless at the date of the order the Ormskirk Guardians came within the words of section 287, "the union to which the lunatic is chargeable," and therefore the order of justices made under section 286 was properly made.

The rule nisi for a certiorari to quash the order of the justices was accordingly discharged.

The committee of visitors of the Burntwood Asylum, on behalf of the Stafford County Council, had obtained an order of justices directing the guardians of the Ormskirk Union to pay them a certain sum claimed as the balance of expenses incurred in the maintenance of a pauper lunatic. The Ormskirk Union thereupon applied to the Divisional Court for a rule nisi for a certiorari to quash the order. The Divisional Court refused to grant a rule, but on appeal to this court a rule nisi was granted. The rule now came on for argument. In September, 1908, a pauper lunatic named Isabella Brior was detained consecutively in the asylums of Hanworth, West Bromwich, Burntwood and Cheddleton, in which latter union she remained down to the 24th of August, 1911. During the whole of that period no steps were taken to fix the pauper's settlement, nor was an order made upon the West Bromwich Guardians for the payment of the expenses of maintenance. The guardians paid in respect of such expenses for the whole of that period a sum of £57, being made up of weekly sums at the varying rate of 10s. 6d. and 10s. 2½d. In July, 1911, the West Bromwich Union first asked the Ormskirk Union to become responsible for the lunatic's expenses on the ground that the lunatic was settled in Ormskirk. That Union considered the question of the woman's settlement and came to the conclusion that she had a settlement in that union, and they agreed, without any formal inquiry, to accept liability as from the 4th of August, 1911. They also paid the expenses incurred by the West Bromwich guardians on account of the lunatic for a year past. These expenses paid in respect of the patient in the Burntwood Asylum amounted to about £5. On the 23rd of September, 1911, the Committee of Visitors of the Burntwood Asylum applied to two justices for the order, of which the Ormskirk Union complained. The visitors alleged that the proper charge for the lunatic whilst in the asylum, owing to the special treatment her mental condition called for, was not 10s. 6d. a week, but was 16s. 6d. a week. There was on that basis a balance of some £33 due to them, and they asked that the justices would order that the Ormskirk Union should pay them this difference. When the rule was applied for the main contention on behalf of the guardians was that such an order could not be made under section 287, but could only be made on the union from which the pauper was sent—West Bromwich—and that the liability of the expenses of the Ormskirk guardians, as the union of settlement, was limited to the expenses specified in section 289. Arguments having been heard as to whether the rule should be made absolute or discharged, in the course of which, in support of the rule, counsel referred to *Reg. v. Bruce* (1892, 2 K.B. 136) and *Reg. v. London Justices Ex parte Edmonton Union* (60 J.P. 456).

THE COURT (VAUGHAN WILLIAMS, FARWELL and KENNEDY, L.JJ.) discharged the rule, on the ground that at the date of the order made by the justices, the Ormskirk guardians came within the words of section 287 of the Lunacy Act, 1890, "the union to which the lunatic is chargeable," and therefore the order sought to be discharged had properly been made.—COUNSEL, *Disturnal shewed cause; Sydney Davcy contra. SOLICITORS, Rawle, Johnstone, & Co.; Few & Co., for Eustace Joyce, Stafford.*

[Reported by *ERSKINE REID, Barrister-at-Law.*]

Re ATKINSON AND HORSELL'S CONTRACT AND Re THE VENDOR AND PURCHASER ACT, 1874. No. 2. 22nd Feb.

VENDOR AND PURCHASER—CONTRACT—TITLE OFFERED NOT SUBSTANTIATED, BUT ANOTHER GOOD TITLE SHOWN—POSSESSORY AND STATUTORY TITLE.

A title which depends on the Statute of Limitations, and shews by documents that the claim of the rightful owner is effectually barred, is a good title, which can be forced on a purchaser, although there is nothing in the conditions to shew that the title is in fact possessory.

This was an appeal from a decision of Swinfen Eady, J. (reported ante, p. 73), on a vendor and purchaser summons taken out by a purchaser asking to have it determined that the vendor had not shewn a good title to the property agreed to be purchased by him, and to have his deposit returned. By a contract in writing, dated the 28th of February, 1911, the vendor agreed to sell, and the purchaser to purchase, certain freehold land at Chertsey. The deposit paid was £300, and the purchase was to be completed on the 1st of May, 1911. The title was to commence with a general devise contained in the will of George Cathrow, who died in 1842, and the purchaser was to assume the seisin of the testator, and that the property passed by the devise. On the paper title it appeared that the property had, in fact, passed under the will of James Cathrow in 1874 to his wife, Mrs. M. A. F. Cathrow. The property had, however, been claimed by Lady Colquhoun, as heiress of George Cathrow, and in 1874 she had obtained

the title deeds from James Cathrow's widow and deviser, and entered into possession. Lady Colquhoun was in uninterrupted possession of the property till her death in 1902, and through her the title was traced to the vendor. Swinfen Eady, J., held that the purchaser would obtain a good title, and could be compelled to accept it. The purchaser appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY, L.J., FLETCHER MOULTON, L.J., *dissentiente*) dismissed the appeal.

COZENS-HARDY, M.R.—We have had a great deal of discussion about the effect of the Statute of Limitations. My present view is that whenever you find a person in possession of property, that possession is *prima-facie* evidence of ownership, and that *prima-facie* evidence becomes absolute when once you have extinguished the right of every other person to challenge the ownership. That is the effect of section 34 of the Real Property Limitations Act, 1833, and it explains how a possessory owner acquires the legal estate. The right of every other person is extinct. In the present case the property was sold under conditions of sale. There is no suggestion of any sharp practice on the part of the vendor, but it is said that, although the vendor has a good title, it is not the title which the purchaser bargains for and is entitled to require because one link depends upon the intervening possession. Suppose that the abstract had contained a statement that Lady Colquhoun had been in possession since 1874. Would not that be a title which could be enforced under the contract? I think that it could. It begins as stipulated, it shews facts which would establish a good title, and the documents prior to the entry into possession shew that the person who was ousted was under no disability, and that, therefore, there is no risk of the possessory title being challenged. Why must you presuppose a title going through the documents without the intervention of the Statute of Limitations? I know of no authority to justify that contention, and I think that it is inconsistent with *Gamea v. Bonnor* (33 W. R. 64), which was a very strong case. I think that the decision of Swinfen Eady, J., was perfectly right in the present case, and I think that his decision in *Re Baker and Selmar's Contract* (1907, 1 Ch. 238) was also perfectly right. The appeal fails and must be dismissed.

FLETCHER MOULTON, L.J., dissented. His lordship said that it had been admitted by counsel for the respondents that the condition would not have been framed in the way that it was if the true state of the title had been known. That meant that a person reading the condition would not understand that the title to be given was a possessory title. That being so, his lordship thought that the title was not in accordance with the condition.

BUCKLEY, L.J., delivered judgment agreeing with Cozens-Hardy, M.R., and dismissing the appeal.—COUNSEL, *Hon. E. C. Macnaghten, K.C.*, and *A. Guest Mathews; Micklem, K.C.*, and *Dighton Pollock*. SOLICITORS, *Durham, Carter, & Durham; Beaumont, Son, & Rigden for Paine, Brettell, & Porter, Chertsey.*

[Reported by J. I. SHIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re JAMES WILLIAMS, Deceased. WILLIAMS v. WILLIAMS AND OTHERS. Swinfen Eady, J. 5th and 10th Feb.

COSTS—PRIORITIES—CLAUSE IN WILL PROVIDING FOR COSTS OF LITIGATION—INAPPLICABLE TO LITIGATION CAUSED BY WILFUL DEFAULT OF TRUSTEES.

The ordinary clause in a will entitling trustees to pay first out of the trust funds the costs of all parties to proceedings for the administration of the trusts by the court has no application where the action is based on the wilful default of the trustees, and the trustees may accordingly be ordered by the court to pay all the costs in such circumstances.

This was an action by some beneficiaries under a will against executors and trustees for administration with accounts and inquiries on the footing of wilful default. By his will, dated the 17th of June, 1886, the testator devised and bequeathed his real and personal estate to his executors and trustees upon trust for sale and conversion, with the usual power of postponement. The testator made various provisions in favour of his children, grandchildren or reputed grandchildren, under which some of the plaintiffs were entitled to life annuities and others had long since become entitled to sums of capital. Clause 13 of the will was as follows:—"I declare that in case any action or other proceedings for the administration of my estate shall be commenced in the High Court of Justice in the name of any son or daughter, or grandchild or reputed grandchild of mine, of full age as plaintiff or plaintiffs, then my trustees shall thenceforth stand possessed of all moneys which such plaintiff or plaintiffs would have otherwise been entitled to under this my will in trust, to pay thereout in the first place the costs as between solicitor and client of all parties to and having liberty to attend such action or proceedings, and that this present trust shall have priority over all trusts herein declared in favour of such plaintiff." The testator died on the 9th day of July, 1886. On the 14th of December, 1910, the estate being unrealized, the plaintiffs brought this action, alleging (*inter alia*) that the trustees had been guilty of wilful default in delaying the realization of the estate, and that, although they had received large sums of capital and income for which they had not accounted, the capital

sums long since due to some of the plaintiffs were still unpaid, and the annuities and the interest on those capital sums were in arrear. The defendant, Henry Wallington, who did not admit assets, was only sued in his representative capacity, and no personal relief was asked against him. He put in no defence. The estate of William Henry Wallington was, in fact, being administered in another action. Shortly after the case was opened the defendants submitted to judgment for administration with accounts and inquiries on the footing of wilful default, leaving all specific questions to be dealt with on the further consideration when the facts were fully ascertained, and the same judgment went against Henry Wallington in his representative capacity in default of defence. The plaintiffs then asked that the defendant trustees should pay the costs up to and including the hearing. The defendant trustees contended that any such order was precluded by clause 13 of the will.

SWINFEN EADY, J., said: At this stage of the proceedings there is nothing in clause 13 to prevent my ordering the defendant trustees to pay the costs up to and including the hearing. At the present moment I do not know how the estate will work out, or that any money that the defendant trustees may be ordered to pay will be forthcoming. The question whether there is any trust to recoup these costs under clause 13 will only arise on the further consideration, when I come to consider the trusts under which the plaintiffs' shares are held; so that, even if the plaintiffs are wrong in their contention that clause 13 has no application to an action of this nature, there is ample jurisdiction to make the order at this stage. But I do not rest my judgment on that ground alone. I am quite satisfied that clause 13 does not apply to an action the gist of which is wilful default. In *Powell v. Morgan* (1888, 2 Vernon 90), and *Adams v. Adams* (1892, 1 Ch. 369, 377), it is pointed out that such a clause does not apply where there is *probabilis causa litigandi*. So in the present case, where capital moneys have been withheld for years and the trustees have been guilty of wilful default, and the *cestui que trust* have been driven to take proceedings to enforce their rights, the clause is clearly inapplicable. Again, the clause, if applicable, would be repugnant to the gift. The testator in effect would say: "I give you certain shares of property, but if you resort to any administration proceedings to secure their enjoyment I give so much of those shares as is necessary to pay the costs of those proceedings to someone else." This would clearly be repugnant: *Rhodes v. Muswell Hill Land Co.* (1861, 29 Beav. 560, 563). The defendant trustees must therefore pay the costs up to and including the hearing.—COUNSEL, *Micklem, K.C.*, and *Tomlin; The Hon. Frank Russell, K.C.*, and *S. R. Earle; Arthur Sims; L. F. Potts. SOLICITORS, A. E. Burton; Wilson and Son; E. H. Tucker; Ford, Lloyd, and Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re MOSLEY'S SETTLED ESTATES. Re THE SETTLED LAND ACTS. Neville, J. 20th and 21st Feb.

COSTS—SETTLED ESTATE—CAPITAL MONEY—PAYMENTS OUT OF—PETITION TO THE ECCLESIASTICAL COURTS FOR A FACULTY—COMPROMISE OF PETITION—PROCEEDINGS FOR THE PROTECTION OF THE ESTATE—COSTS OF TENANT FOR LIFE PERMITTED TO BE PAID OUT OF THE PROCEEDS OF SALE OF PART OF THE ESTATE—SETTLED LAND ACT, 1882, s. 36.

The costs of the petitioner and the fees and expenses of the Chancellor of the Diocese of a petition for a new faculty made to the Ecclesiastical Courts by the Lord of the Manor, which petition alleged a lost faculty, and also that the lord had exercised certain privileges of seating accommodation and burial in the south aisle of his parish church since the year 1740, and which was compromised, the lord being granted certain rights of seating, and of burial, and of erecting memorial tablets in such aisle were held to be costs for the protection of the settled land within the meaning of section 36 of the Settled Land Act, 1882, and accordingly the court could order such costs to be paid out of capital moneys.

As to the costs of the vicar on such a petition, *quære*.

This was a summons by Sir Oswald Mosley, Bart., to have it determined how the costs of certain improvements and litigation in connection with his settled estates at Rolleston Hall should be borne. The real point to be decided was how a certain sum of £600 and upwards which was described as the costs of the plaintiff and the fees and expenses of the Chancellor of the Diocese incurred in connection with a petition which Sir Oswald instituted for a faculty from the Ecclesiastical Courts with regard to certain privileges which he, as tenant for life of Rolleston Hall, claimed to have in the Rolleston Parish Church. These claims had been challenged, and, accordingly, Sir Oswald launched his petition. They included the right to certain seats and the right of sepulture and the right of erecting monuments in the south aisle of such church. Sir Oswald pleaded a lost faculty, and alleged that his family had exercised these rights without let or hindrance since the year 1740, and probably for many years previous to that date. He also alleged that there were many monuments of his family in the said south aisle, and his family had always claimed the right to put them there. The petition was compromised, and by the compromise certain rights akin to those alleged were granted to Sir Oswald and his successors, the owners of Rolleston Hall. The question was whether these costs came within section 36 of the Settled Land Act, 1882. Counsel contended that this was not a grant of new rights, but a confirmation of old rights which had been challenged, and referred to *Halliday v. Phillips and Others* (1889, 23 Q. B. D. 48). This action of

Sir Oswald was clearly for the benefit of the remaindermen. It was a proceeding for the protection of the estate. *Re Earl de la Warr's Estates* (1881, 16 Ch. D. 587). On the general question he referred to *Re Tucker's Settled Estates* (1895, 2 Ch. 469) and *Re Leveson-Gower's Settled Estates* (1905, 2 Ch. 95).

NEVILLE, J.—I am of opinion that these costs ought to be allowed—I think they come within the section. It is clear that what Sir Oswald Mosley did will be a benefit to the settled estate, but I think that these costs should be taxed if the trustees think it desirable.—COUNSEL, *Jenkins, K.C., and Sargent; T. T. Method; Vaughan, for Percy Wheeler; Israel; Kirby. SOLICITORS, Oliver, Richards, & Parker; Kirby, Millett, & Ayscough; Mackrell & Co., for Wragge & Co., Birmingham.*

[Reported by L. M. MAT, Barrister-at-Law.]

ATTORNEY-GENERAL v. SHEFFIELD CORPORATION.

Eve, J. 23rd Feb.

CORPORATION—ELECTRIC LIGHTING—SUPPLY OF ELECTRICITY—SALE OF ELECTRIC FITTINGS—ULTRA VIRES—ELECTRIC LIGHTING ACTS, 1882 AND 1888.

A corporation who have obtained powers to supply electric energy under a provisional order made under the Electric Lighting Act, 1882, cannot carry on the business of sale or hire of fittings and apparatus for the use of the energy thus supplied by them.

Attorney-General v. Leicester Corporation (1910, 2 Ch. 359) followed.

This was an action for a declaration that the defendants had no power to carry on the trade or business of electric light fitters, and for an injunction to restrain them from so doing. The defendants were the local authority for the purpose of the Electric Lighting Acts, and carried on business as fitters, supplying the consumers with wires, lamps, bells, batteries, motors, and other like articles. The subject matter of the relator's allegations fell under three heads—(1) acts done within the area of supply; (2) acts done outside that area; and (3) the expenditure of corporate funds and the use of corporate property for the doing of such acts. By the Sheffield Corporation Act, 1903, it is provided that "the corporation may purchase and may supply, sell and let for hire, but shall not manufacture, electric motors, apparatus and things for cooking, heating and ventilating, and for motive power and energy, and may provide materials and do all work necessary and proper for the fixing, setting up, connecting with supply mains, and may take such remuneration in money or such rents or charges . . . as may be agreed between the corporation and the persons to or for whom the same are sold, supplied, fixed or set up."

EVE, J.—The relator, a ratepayer in the city of Sheffield, alleged that the defendants, as the local authority for the purposes of the Electric Lighting Acts, 1882 and 1888, had acted and were still acting in excess of the powers possessed by them as such authority, and he claimed various declarations framed with a view to delimit those powers, and an injunction to restrain any further transgression of such limits. The subject matter of the relator's allegations fell under three heads—(1) acts done within the area of supply; (2) acts done outside that area; and (3) the expenditure of corporate funds and the use of corporate property for the doing of such acts. The decision of the issues in the action turned largely on questions of law which were not infrequently arising and which affected many persons and bodies outside this litigation, and the parties had intimated their intention of carrying these proceedings to the House of Lords with a view of obtaining, if possible, a final adjudication on the legal problems involved. So far as the work was done for consumers of electricity supplied, or about to be supplied, by the defendants, the facts are entirely within the judgment of Neville, J., in *Attorney-General v. Leicester Corporation* (1910, 2 Ch. 359), and in accordance with well-established practice, I must apply the law there laid down unless there is any sufficient reason for not doing so to be found in either of the two points raised by the defendants. The two points urged by the defendants were these: In the first place it was said that the defendants, being a corporation, incorporated by charter, had power to do anything which was not expressly prohibited by the charter, and that the plaintiff here could not succeed, because he had not established affirmatively any contravention by the defendants of the provisions of the Municipal Corporations Act, 1882, in relation to the corporation finances. In my opinion it is not open to the defendants to raise this defence. It was never suggested until the case was being summed up and the pleadings and interlocutory applications had all been framed and proceeded on the footing that the defendants had been relying solely on statutory and not on common law powers. But even if this defence were capable of being raised I do not think there is any substance in it. It is impossible to take any one of the acts and dissecting it to pronounce one part *intra vires* and the rest *ultra vires*. One must look at the transaction as a whole, and the fact, if it be a fact, that the defendants had power to do a part of the act would not legalise the act if its completion involved at any stage a step *ultra vires* of the corporation. In the circumstances here every act involved the application and user of moneys raisable for one set of purposes only to and for other and alien purposes, and it was no answer to urge that a part, at any rate, of the transaction was *intra vires*. The second point taken involved the construction of the Sheffield Corporation Act, 1903, and in particular Part IV. thereof. What were the further powers conferred by section 18 upon the defendants in rela-

tion to their electrical undertaking, and were such further powers exercisable outside the limits of supply? The answer to the second part of that question must be in the negative. I can see no ground for, and much in the section itself that is inconsistent with, any other answer, and in like manner the powers were themselves restricted; they did not extend so as to include electric motors and apparatus used for all purposes, but only for specified purposes, and when the section speaks of an electric motor and apparatus for motive power it referred only to that which was the source of the power, not necessarily even to the mechanism which transmitted the power, and certainly not to the objects to which the power was transmitted. On all grounds therefore the case was covered by the decision of Neville, J., and I must make declaration asked for.—COUNSEL, *P. O. Lawrence, K.C., and Drucquer; Danckwerts, K.C., and Sargent. SOLICITORS, Turner & Co.; R. F. & C. L. Smith, for R. M. Prescott, Sheffield.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re BUTLER'S WILL. Ex parte METROPOLITAN BOARD OF WORKS AND OTHERS. Parker, J. 7th Feb.

PRACTICE—COSTS—COMPULSORY PURCHASE—FUNDS IN COURT—ORDER FOR TRANSFER TO SEVERAL TRANSFEREES—SEPARATE FEES FOR REQUESTS AND ATTENDANCE BEFORE PAYMASTER—LAND CLAUSES CONSOLIDATION ACT 1845 (8 & 9 VICT., c. 18), s. 80—SUPREME COURT FUNDS RULES 1905, RR. 34, 35.

The allowance of two fees for attendance before the Accountant-General, on an application under the new rules, for payment out of funds paid in under the Land Clauses Acts, which originated when under the practice in Chancery under the old consolidated orders it was necessary for the solicitor to attend both before the Registrar and also before the Accountant-General, was held to be common form to-day, and such fees were accordingly not disallowed.

This was a summons taken out by the London County Council to review the taxation of costs under an order dated the 11th of April, 1911, made on petition for transfer of a sum of Consols representing the purchase moneys of lands taken by the predecessors in title of the London County Council and paid into court under the Land Clauses Consolidation Act, 1845. The order was in the usual form, directing the County Council to "pay to the petitioner and the remaining respondents their costs, including therein all reasonable charges and expenses incident thereto of obtaining this order and of all proceedings relating thereto" to be taxed; and it was ordered that the funds in court be dealt with as directed in the second schedule thereto. The Supreme Court Funds Rules, 1905, rr. 24, 25, provide that a copy of the payment schedule to an order initialled by the registrar and stamped with his official seal shall be the paymaster's authority for giving effect thereto; but notwithstanding these rules it is not the practice of a paymaster to carry out a sale or transfer directed by an order without an additional written request by the solicitor having the carriage of the order. The printed form of application for transfer is as follows:—"I request that the following amounts of securities now standing to the above ledger credit in the books of the Paymaster-General, be transferred, as directed by the above-mentioned order, to the person therein named, whose address and description are stated below." There is a note that the application is "to be signed with the personal signature of the solicitor who applies for the order." The Taxing Master had allowed the solicitor having the carriage of the order a fee of 9s. 2d. in respect of each of the eleven transfers, being 2s. 6d. for the request and 6s. 8d. for the attendance in accordance with the practice as stated in the Annual Practice, Vol. II., p. 239. The London County Council objected that the paymaster was not entitled under the rules to a separate request and separate attendance for separate transfers of funds standing to one ledger credit and dealt with by one payment schedule, and that those allowances were not reasonable costs within Sect. 80 of the Land Clauses Consolidation Act, 1845. Counsel for the applicants contended that only one request under the circumstances, or, at any rate, only one attendance, could be properly charged.

PARKER, J., said that before giving judgment he had offered to allow the summons to stand over in order that he might consult the taxing masters on their practice, but this offer was declined by the applicants. He then continued as follows:—"The old practice under the Consolidated Orders in Chancery was for the solicitor to attend before the Registrar, who signed directions to the Accountant-General for the transfer of the funds, and the consequence was that the solicitor was allowed a fee of 6s. 8d. for each of the two attendances, one before the Registrar and the other before the Accountant-General; and so far as he could ascertain he was allowed separate fees in respect of each transfer. The altered practice, introducing a payment schedule, rendered an attendance before the Registrar to obtain his directions unnecessary; but under the practice of his office, quite irrespectively of the Rules of Court, the Paymaster-General, by way of caution, refused to make the transfer directed by the payment schedule without the request which had been referred to, and it appeared from the statement in the Annual Practice, 1912, p. 239, to be the ordinary practice of the taxing master's office to allow a fee of 2s. 6d. for the request and 6s. 8d. for the attendance before the paymaster in respect of each transfer. It was stated at the Bar that this practice had been departed from in a case where transfers were directed of separate funds to one transferee, and that might be reasonable, since the form of request might easily be adapted to that case; but in a case like the present I should have required strong reasons for departing from what I understand to be

a common form of allowance, and certainly should not have done so without first consulting the taxing masters.—COUNSEL, Martelli, K.C., and Cann; Fredk. Thompson. SOLICITORS, Edward Tanner; Johnson, Weatherall, & Sturt.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

PLAS-Y-COED COLLIERIES CO. v. PARTRIDGE, JONES, & CO.
Div. Court. 25th Jan.

LANDLORD AND TENANT—DISTRESS—SEIZURE OF GOODS OF THIRD PARTIES—PURCHASE BY LANDLORD FROM HIMSELF—SUBSEQUENT DEALING WITH GOODS AS OWNER—ACTION FOR CONVERSION—DAMAGES—DISTRESS FOR RENT ACT, 1738 (2 GEO. II., c. 19), s. 19.

The defendants duly levied a distress for rent in arrear, and seized certain ponies and waggons. The ponies were the property of the plaintiffs, who had an agreement with the tenant of the land demised to get coal there, and the waggons were, at the time of the seizure, lawfully in their possession, having been let to them by X Co. The defendants, after the appraisal of the ponies and the waggons, purported to buy them from themselves, and subsequently acted as their owners. The ponies they used; the waggons they delivered up to the X Co. at their request. The plaintiffs brought an action against the defendants for the conversion of the ponies and the waggons.

Held, that the defendants were liable for the conversion of both waggons and ponies. The sale to themselves being bad in law, their dealing with the goods was illegal, and rendered them liable to the plaintiffs for the full value of the goods. The Distress for Rent Act, 1738, did not apply to the case, for the irregularity or unlawful act of the defendants was not done by them during the distress in their capacity as distrainers, but subsequently when they purported to act as owners after the illegal sale to themselves.

Appeal from the Pontypool County Court. In 1902, by an agreement of that date, one Jenkins became tenant to the defendants, Partridge Jones & Co., of a seam of coal. In 1908, Jenkins assigned his rights in the said agreement to the plaintiffs, the Plas-y-coed Collieries Co., together with the machinery, waggons and horses used in working the coal. Certain waggons in the mine in August, 1910, had been hired by the plaintiffs from the North Central Colliery Company at a yearly rental; at the expiration of the period for which they were hired the plaintiffs were to be entitled to purchase the waggons for a nominal sum. On the 24th of August, 1910, Jenkins was in arrear with his rent, and the defendants levied a distress on the mine, seizing certain ponies and two coal waggons, which were on the demised premises. The ponies were the property of the plaintiffs: the coal waggons were the property of the North Central Colliery Company, let to the plaintiffs, as already stated. After the ponies and the waggons had been appraised, the defendants purported to buy them from themselves, and they used the ponies. On the North Central Colliery Company claiming the waggons, the defendants at once gave them up to that company. The plaintiffs brought an action against the defendants for damages for the conversion of the waggons and the ponies. The defendants contended that once the distress had been lawfully made the plaintiffs were not entitled to the possession of the goods, and so could not sue for their conversion, and, alternatively, that if they were entitled to sue, they were entitled, not to the value of the goods, but only to the damage actually suffered by them. See section 19 of the Distress for Rent Act, 1738 (*infra*). The county court judge gave judgment for the plaintiffs for the value of the ponies, but he gave judgment for the defendants on the claim for conversion of the waggons. The plaintiffs appealed against this part of his judgment, and there was a cross-appeal by the defendants against that part of the judgment affecting the pit ponies. By section 19 of the Distress for Rent Act, 1738 (2 Geo. 2, c. 19): "Where any distress shall be made for any kind of rent justly due, and any irregularity or unlawful act shall be afterwards done by the party or parties distraining, or by his, her, or their agents, the distress itself shall not be therefore deemed to be unlawful, nor the party or parties making it be therefore deemed a trespasser or trespassers *ab initio*: but the party or parties aggrieved by such unlawful act or irregularity shall or may recover full satisfaction for the special damage he, she, or they shall have sustained thereby, and no more . . ."

HAMILTON, J., having given judgment,

LUSH, J., said: The learned counsel for the defendants has very frankly admitted that unless he can bring this case within the Distress for Rent Act, 1738 (2 Geo. 2, c. 19), section 19, this action for trover or for conversion would lie, and there would be no answer to it. The question, therefore, for us is whether that Act does or does not apply to the act done by the defendants, with regard to their pit ponies and waggons. Before that Act was passed, a landlord was in this position, that if the person who was acting for him in the distress (though the distress was levied for rent actually due) committed an irregularity either at the time of the distress, or subse-

quently in carrying out the powers given to a distraining landlord, that irregularity made the whole distress unlawful, and rendered it a trespass *ab initio*, so that an action of conversion would lie, although all that was, in fact, done was some trifling irregularity. That Act altered the law in this respect, and provided that: "Where any distress shall be made for any kind of rent justly due, and any irregularity or unlawful act shall be afterwards done by the party or parties distraining, or by his, her, or their agents, the distress itself shall not be therefore deemed to be unlawful." And it goes on to provide that only the actual damage suffered shall be recovered. Now, in my opinion, this Act applies exclusively to cases where some irregular act or unlawful act is done by the parties distraining, and that it means that if either at the time the distress is levied, or afterwards whilst the powers of distress given to a distraining landlord are being exercised by him in that capacity, an irregularity or unlawful act is committed, the act shall not be considered as rendering the trespass bad *ab initio*, but merely gives the tenant a right of action for the special damage actually incurred. In the present case I think it is clear that what was done here was not done in the course of the distress; it was not done by a landlord in his capacity as a distrainer. Thinking they could purchase the goods from themselves, the landlords went through the form of purchase, and they went through the form of a purchase terminating the distress, and they claimed to deal with the goods, not as distrainers or pledgees, but as owners claiming title to the purchase. It may well be that what they did, in purporting to sell to themselves, may have been an act done in the course of the distraint, but it is clear that what they did afterwards, when they thought they had purchased, were not acts done by them in their capacity of distrainers, nor acts done in the course of distraining. The acts were done without any authority in what they supposed was their capacity as owners, claiming through the purchase which they thought they had effected. If that is so, what they did when they used the ponies and returned the waggons was not an irregularity or an unlawful act in the course of distraining at all, but an act in pursuance of a right which they had no more right to do than if there had been no distress; and although the consequences to the tenant may be the same whether the landlord commits an unlawful act, such as selling the distress before five days have expired, or sells the goods after he has terminated the distress, it makes the whole difference in what capacity the act was done when one is considering whether or not it was an irregularity in the course of distraining. What makes the distinction is the capacity in which the act is done. Unless the statute applies, it is clear the landlord is in exactly the same position as he was before the Act was passed. In my opinion, it is clear that the statute does not apply, and, therefore, this is an action of conversion to which there is no answer as regards the ponies or as regards the waggons. The act of the defendants was an act done without authority, and was not protected by the statute. So, in my opinion, the learned judge was right in the judgment he gave with regard to the ponies, and wrong in that he gave with regard to the waggons. The appeal, therefore, of the plaintiffs will be allowed, and the cross-appeal of the defendants dismissed, and judgment will be entered for the plaintiffs in the court below.—COUNSEL, Sanderson, K.C., and Bertram Jacobs; Lincoln Reed. SOLICITORS, Indermaur & Brown for Roberts, Newport, Mon.; Herbert Smith, Goss, & Co., for Colborne, Coulman, & Lawrence, Newport, Mon.

[Reported by C. G. MORAN, Barrister-at-Law.]

New Orders, &c. National Insurance Act, 1911.

(1 and 2 Geo. V, c. 55.)

The Lords Commissioners of His Majesty's Treasury hereby give notice that, in pursuance of the powers conferred upon them by section 83 of the National Insurance Act, 1911, and of every other power enabling them on that behalf, Regulations have been made confirming and amending the provisional Treasury Regulations, dated the 28th December, 1911, which provide for the constitution of a Joint Committee of the several bodies of Commissioners under Part I. of the Act, and making further provision for the exercise and performance by the Joint Committee of certain of the powers and duties of these bodies under that part of the Act either alone or jointly with one or more of these bodies.

Copies of the said Regulations can be purchased, either directly or through any bookseller, from Messrs. Wyman and Sons, Limited, Fetter-lane, London, E.C.; or Messrs. Oliver & Boyd, Tweeddale court, Edinburgh; or Messrs. E. Ponsonby, Limited, 116, Grafton-street, Dublin.

Treasury Chambers, Whitehall, 23rd February, 1912.

The Master of the Rolls and the Solicitor-General have accepted invitations to be present at the Law Society Council's reception on Thursday evening, the 7th instant, on the occasion of the opening of the new students' rooms. The Westminster Glee Singers will sing, and there will also be some solos.

Societies.

Sheffield District Incorporated Law Society.

The following are extracts from the report of the committee for 1911:—

Members.—The number of members is now 181.

Legal Education.—The legal department of the University of Sheffield continues to make very satisfactory progress. At the termination of the third session of the Law Faculty in June last three students obtained a degree of LL.B. of the University, which was the first occasion on which this was possible; and these degrees were duly conferred at the Congregation in July. The number of students during the present session is thirty-three. Of these ten are attending a degree course, three of whom are reading both for the LL.B. degree of Sheffield and that of London, one for the LL.B. of London only, another for the LL.B. of Cambridge only, and five for the LL.B. of Sheffield only. Nine students are reading for the Intermediate Examination of the Law Society, and six for the Final. Mr. Shuttleworth continues to give lectures on accountancy, and Mr. Edward Bramley a course of lectures on company law. Professor Phillips, of Leeds, duly delivered, as arranged, short courses of lectures on trusts and bankruptcy, which were very well attended and appreciated. It is hoped that something on the same lines may be arranged for future sessions. The committee appreciate that principals of articulated clerks attending classes at the University like to have some means of knowing whether their clerks are attending well, and what progress they are making, and arrangements have accordingly been made whereby principals will be supplied at the end of each term with particulars of the attendances of their own clerks and their positions in the terminal examinations. Members can always, if they desire, make inquiries from the University staff with regard to their clerks. Mr. Reginald Benson has been appointed representative of the society on the Legal Studies Committee and Law Faculty of the University, in the place of the late Mr. A. E. Maxfield, whose lamented death is a great loss in the working of the Law Department. A fair working library for the students is being accumulated at the University; and the authorities there have been good enough this session to vote a sum of £25 for the purchase of further law books. The Legal Studies Committee of the University is taking some steps in the direction of endeavouring to raise the qualifications in general knowledge required from an intending articulated clerk.

The National Insurance Bill, 1911.—The provisions of this Bill being for the most part outside the scope of your committee's notice were not considered in detail; but your committee's attention was drawn to Clause 51, making ejectment proceedings, distrains, and executions against a person in receipt of sickness benefit, or within fourteen days following the period of such receipt, illegal and punishable by a fine not exceeding £50. This clause was considered to be very undesirable, and representations were made to the local members of Parliament pointing out the obvious objections. The clause received considerable opposition in the House of Commons, and although it reappears in the Act as section 69, it only applies in the cases of tenants whose lives might be endangered by any such proceedings. After the Act comes into force it would appear to be advisable for any person desirous of acting on an ejectment order or levying a distress or execution against the goods of an insured person to search the register required to be kept by the Insurance Committee to make certain that there is no medical certificate recorded which has the effect of barring the proceedings under a penalty of £50.

Land Transfer.—Your committee has devoted much time and attention to the consideration of this important question. The report of the Royal Commission issued in February, 1911, was so unfavourable to the system of compulsory registration of title as tried in London that it was generally believed that there was no probability of any extension of the principle to the provinces for some years to come. It was with considerable surprise, therefore, that the announcement was received in July last that the Lord Chancellor intended to introduce a Bill into Parliament "as soon as possible," which, it was understood, would contain proposals for extending the system of compulsory registration of title to the country generally. After stating the findings at the Conference the report proceeds:—In pursuance of the recommendation of the Conference it is understood that a deputation from the Council of the Law Society has waited upon the Lord Chancellor and been favourably received, but the result has not so far transpired. Meanwhile the Yorkshire societies have appointed a sub-committee to prepare the strongest possible case in favour of the retention of the Yorkshire system for Yorkshire (with modifications) as an alternative to compulsory registration of title. The present year will no doubt see further developments of the situation.

The new rooms for students at the Law Society's Hall are to be opened on the 7th inst. They are formed out of the old West Library overlooking Carey-street and Bell-yard. By slightly raising the roof of this apartment and dividing it horizontally, an extra storey is added to the building, giving an additional floor space of some 3,000 square feet. Of these two floors the upper one is to be used as a library and examination hall, and the lower divided into a luncheon hall, a common-room, and a smoking-room. A few new class-rooms are also provided, and a suite of private rooms for the use of the president of the society.

Obituary.

Mr. H. Michelmore.

The death, on the 22nd ult., is announced of Mr. Henry Michelmore, Clerk of the Peace of the County of Devon, in his seventy-third year. Mr. Michelmore was admitted in 1861. He was, we believe, coroner for South Devon until 1878, when he was appointed Clerk of the Peace for Devon, and he subsequently became Clerk to the Devon County Council and Clerk to the Standing Joint Committee. He was a keen follower of the hounds, and was for many years secretary of the South Devon Hunt.

Legal News.

Changes in Partnerships, &c.

Dissolution.

DONALD CHARLES WARNES and HAROLD WARNES, solicitors (Lawton, Warnes, & Sons), Eye and Ipswich. Feb. 22. [*Gazette*, Feb. 27.]

Information Required.

Re ARCHIBALD McDUGALL, Esquire, Deceased, late of 97, Aldersgate-street, E.C. Any solicitor or firm of solicitors having a will executed by the deceased (or a draft of any will) are requested to communicate with Mr. F. G. Cordwell, of 11, King's Bench walk, Temple, E.C.

General.

The Lord Chief Justice, who has returned from Newcastle to his London residence, is stated to be going on well towards recovery.

It is announced that Mr. John R. Moorhead, LL.B., of Belfast, has been appointed Crown Solicitor for county Antrim and Belfast City, in the room of the late Mr. Edward Bates.

At the Eekington Police Court, says the *Times*, last week, a solicitor not holding a certificate to practise, pleaded "Guilty" to a charge of falsely pretending to be duly qualified to act as a solicitor. It appeared that owing to the fact that the defendant was an undischarged bankrupt the Registrar of Solicitors had refused to renew his certificate in January. The defendant had acted as advocate in the Eekington Police Court since then. The prosecution was instituted by the Law Society, who did not press for a penalty. The defendant apologized and promised not to practise whilst he was without a certificate. On this undertaking he was merely ordered to pay the costs.

The Cape Town correspondent of the *Times* says that a case curiously illustrative of the intermingling of East and West in the South African Courts was heard recently by the Native High Court, in which Mgidhlana, the son of the Zulu King Mpande, half-brother of Cetewayo, the last Zulu king, appealed against the judgment of the magistrate, who ordered him to repay fifteen head of cattle to his son-in-law, this being a portion of the lobolo paid to him on his daughter's marriage, owing to the fact that she died six months after the wedding. Mgidhlana admitted the general native law for repayment of lobolo in these circumstances, but claimed exemption as a member of the Royal House. The appeal was dismissed, the judge remarking, however, that he agreed that the claim would not have been enforced in the old days, as the displeasure of a member of the Royal household meant death.

One of the many interesting facts noted by Sir John Macdonell in his lucid and suggestive introduction to the Judicial Statistics for 1910 is, says a writer in the *Globe*, an increase in trial by jury in the King's Bench Division. Of the 2,074 actions tried in the Division in the year under review, 1,303 were tried before juries, and 771 before judges alone; of the 1,948 tried in the preceding year, 1,059 were tried before juries, and 889 by judges alone. But, taking the courts as a whole, trial by jury is certainly not an institution that is gaining in popularity. Not more than sixty-nine divorce and probate cases were tried before juries in 1910. And while over 36,000 actions came before the county court judges, less than 800 were tried by juries. Notwithstanding the increase of jury trials in the King's Bench Division in 1910—due largely to the appointment of the two additional judges in the latter half of that year—the part which the "man in the street" plays in the administration of the law has a decided tendency to decline.

At the Nottingham Assizes on Saturday, before Mr. Dickens, K.C., Commissioner, Percy Howard Burgess, a solicitor, of Nottingham, was, says the *Times*, charged with fraudulently converting to his own use £292 belonging to a client. The prisoner was entrusted with the winding-up of the estate of a dairyman named Scott, who died intestate. He drew out of the bank two sums of money which had belonged to Scott, but instead of handing them over to the widow he paid them into his own banking account, and proceeded to draw upon them. He further induced the widow to sign a blank cheque, and then, by endorsing it himself, succeeded in getting

possession of £123 due to the estate on an insurance policy, and this also he paid into his own banking account. It was urged on the prisoner's behalf that although his banking account was overdrawn the bank manager had received an instruction from the prisoner's parents to allow him accommodation, and that the bank had agreed to do so. The Commissioner said it was true that solicitors did sometimes mix up trustee money with their own. It was a very dangerous thing to do, but there was a great difference between a man who paid other people's money into his own account when there was every prospect of his retaining a large balance from day to day and a man who had nothing coming in but the money of his clients and whose money he was drawing upon. The prisoner was found guilty and sentenced to four years' penal servitude, the Commissioner remarking that not even the fact that all the missing money had been made good enabled him to take a merciful view of the case.

The rule is well settled, says the *Law Quarterly Review*, when making an adjustment for hotchpot purposes, that in order to obtain equality in the division of capital amongst the beneficiaries, interest against those who have received capital sums on account is to be reckoned from the period fixed by the testator for the distribution of the fund. "Notional interest," rather than "interest," is a more accurate expression, denoting that interest is to be reckoned, not as a debt, but only for the purposes of the adjustment. The court, recognizing the impossibility of attaining perfect equality, ignores the advantage which a beneficiary gets from a sum of capital advanced in the testator's lifetime, or before "the period of distribution," and limits the notional interest to run from the latter date, which is, in fact, the crucial one for adjusting and dividing the fund. In *Re Willoughby* (1911, 2 Ch. 581, 80 L. J. Ch. 552) the Court of Appeal (the Master of the Rolls and Kennedy, L.J., Buckley, L.J., dissenting) affirmed Parker, J., in holding that the language of the will in that case excluded the rule in question. This decision will in future probably be relied on in behalf of beneficiaries who wish to escape the effect of the rule, though the direction to equalize in *Re Willoughby* was not contained in a clause of the usual hotchpot nature. After reading the very cogent dissenting judgment of Buckley, L.J., it seems difficult to avoid following him in thinking that all the relevant features in the decisions as to hotchpot clauses were present in the case under review, and that no sufficient grounds were apparent for excluding the general rule, the soundness and fairness of which seem to be clear.

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application to James Gieve, Royal Naval Enquiry Agency, 65, South Molton-street, London, W.—[Advt.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.		APPEAL COURT No. 2.	
	Mr. Justice ROTA.	Mr. Justice JOYCE.	Mr. Justice SWINFER EADY.	Mr. Justice THOED.
Monday March	4 Mr. Synges	Mr. Church	Mr. Groswell	Mr. Theod
Tuesday	5 Goldschmidt	Synges	Beal	Church
Wednesday	6 Groswell	Goldschmidt	Borror	Synges
Thursday	7 Beal	Groswell	Leach	Goldschmidt
Friday	8 Borror	Beal	Farmer	Groswell
Saturday	9 Leach	Borror	Bloxam	Beal
Date.	Mr. Justice WARRINGTON.		Mr. Justice NEVILLE.	
	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKES.	Mr. Justice EYS.
Monday March	4 Mr. Leach	Mr. Goldschmidt	Mr. Borror	Bloxam
Tuesday	5 Farmer	Groswell	Leach	Theod
Wednesday	6 Bloxam	Beal	Farmer	Church
Thursday	7 Theod	Borror	Bloxam	Synges
Friday	8 Church	Leach	Theod	Goldschmidt
Saturday	9 Synges	Farmer	Church	Groswell

COURT OF APPEAL.

HILARY SITTINGS, 1912.

A supplementary list has been issued of appeals from all divisions of the High Court set down to 21st February, 1912.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

From foot of Hilary Printed List, ante, p. 212.

Griffith v Richard Clay & Sons Ltd appl of debts from order of Mr Justice Neville, dated Dec. 20, 1911 (Jan 3)
 Elliott and anr v Elliott and anr appl of plffs from order of Mr Justice Warrington, dated Nov 15, 1911 (Jan 8)
 In re A H Solomon dec Nore v Meyer appl of plff from order of Mr Justice Warrington, dated Nov 21, 1911 (Jan 16)
 Perry & Co Ltd v J Hessin & Co appl of plffs from order of Mr Justice Eve, dated Dec 12, 1911 (Jan 18)
 Collins & Sons v Green & Cadbury Ltd appl of plffs from order of Mr Justice Joyce, dated Jan 18, 1912 (Jan 22)

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British, Foreign and Colonial Automatic Light Controlling Co Ltd and anr v Metropolitan Gas Meters Ltd appl of plffs from order of Mr Justice Warrington, dated Dec 14, 1911 (Jan 24)
 Metropolitan Water Board v Phillips appl of debt from order of Mr Justice Parker on special case, dated Dec 20, 1911 (Jan 26)
 In re E A Oliveri, dec Hamill and ors v Rusconi and ors appl of plffs from order of Mr Justice Joyce, dated Nov 10, 1911 (Feb 7)
 In re Wareham, dec Wareham v Brewin appl of plff from order of Mr Justice Neville, dated Jan 15, 1912 (Feb 7)
 Pountney v Cattell appl of plff in forma pauperis in person from order of Mr Justice Swinfern Eady, dated Feb 3, 1912 (Feb 8)
 In the Matter of La Société Anonyme Le Ferment Applications, Nos 321, 882 and 321, 883 and In the Matter of the Trade Marks Act, 1905 appl of applicants from order of Mr Justice Joyce, dated Dec 21, 1911 (produce order) (Feb 12)
 Dotesio v Biss appl of plff from order of Mr Justice Parker, dated Jan 30, 1912 (produce order) (Feb 12)
 Taylor v Yeilding appl of plff from order of Mr Justice Neville, dated Jan 26, 1912 (Feb 13)
 In re The Co's (Winding Up) In re The Companies Consolidation Act, 1908 In re The Law Car and General Insee Corp Ltd appl of H Halifax Wells from order of Mr Justice Neville, dated Jan 30, 1912 (Feb 19)
 In re James Pountney, dec James Thorne Pountney v Gains Philip Pountney and ors appl of debts from order of Mr Justice Joyce, dated Jan 19, 1912 (Feb 20)

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISION.

(Interlocutory List.)

1910.

In re John McFee, dec McFee v Toner and ors (by original action) Edwards and anr v Toner and ors (by order) appl of plffs from order of Mr Justice Joyce, dated July 9, 1910 (s o liberty to apply to restore) (July 30)

1912.

Divorce Statham (Applicant) v H H The Maharajah of Baroda (Respt) appl of applicant from order of Mr Justice Bargrave Deane, dated Dec 21, 1911 (Jan 6)
 In the Matter of Reginald Henry Thurlow Baker, one of the solicitors of the Supreme Court appl of R H T Baker from refusal of Mr Justice Warrington, dated Jan 11, 1912 part heard (stand over) (Jan 30)

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1911.

Probate In re Cecile James, dec James and ors v James and Attorney-Gen and ors appl of Attorney-Gen from order of The President, dated July 25, 1911 (Oct 12)
 Probate In re the Estate of E Price, dec Rees and anr v Blow and ors appl of debts from order of Mr Justice Lawrence, Hereford Assizes, dated July 31, 1911 (security ordered) (Oct 16)
 Probate In re the Estate of John Daniel Viney, dec Viney v Viney appl of debt for judgt or new trial on appl from verdict and judgt, dated Nov 9, 1911, at trial before Mr Justice Bargrave Deane and a special jury, Middlesex (Nov 17)

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Divorce Scott orse Morgan v Scott appl of petitioner from order of Mr Justice Bargarve Deane, dated Dec 4, 1911 (Dec 15)
Divorce Mary L Richards v John T J Richards (G Holloway cited) appln of applicant for judgt or new trial on appl from verdict and judgt, dated Dec 13, 1911, at trial before Mr Justice Bargarve Deane and a common jury, Middlesex (Dec 19)

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1911.

Croft v The Urban District Council of Fulwood appl of plttf from judgt of the Vice-Chancellor of the County Palatine of Lancaster, Preston District, dated May 30, 1911 (August 30)

1912.

Thomas Holden v The Urban District Council for the Urban District of Dalton-in-Furness, in the County of Lancaster appl of defts from judgt of the Vice-Chancellor of the County Palatine of Lancaster, dated Dec 21, 1911 (Jan 12)

In re Clayton, dec Ascroft v Hollins and ors appl of Attorney-Gen of the Duchy of Lancaster from judgt of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov 20, 1911 (Jan 29)

McPoland v Owen appl of plttf from judgt of the Vice-Chancellor of the County Palatine of Lancaster, dated Jan 11, 1912 (Feb 3)

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re C E Johnson (expte A C Bournier, Trustee) v Joseph Henry Whitfield from the Order of Mr Justice Phillimore, dated Jan 16, 1912, dismissing without costs a motion by the Trustee

In re Same (expte The Same) v E Whitfield, wife of J H Whitfield from the Order of Mr Justice Phillimore, dated Jan 16, 1912, dismissing without costs a motion by the Trustee

In re A Debtor (expte The Petitioning Creditors), No 1,055 of 1911, from an Order of Mr Registrar Hope, dated Jan 29, 1912, dismissing with costs (excepting certain costs) the petn of the Petitioning Creditors for a receiving order herein

FROM THE KING'S BENCH DIVISION.

(Judgments Reserved.)

(Final and New Trial List.)

Brice (Surveyor of Taxes) v Northern Assurance Co (Revenue Side) appl of respts from judgt of Mr Justice Hamilton, without a jury (c.a.v. Jan 30)

The Liverpool London and Globe Insee Co (Appls) v Charles Edmund Bennett, Respt (Surveyor of Taxes, Revenue Side) appl of appls from judgt of Mr Justice Hamilton (c.a.v. Jan 30)

Brice v The Ocean Accident and Guarantee Corpn ld appl of respts from judgt of Mr Justice Hamilton, without a jury, Middlesex (c.a.v. Jan 30)

The Services Co (London) ld v Scott Engineering Co ld appl of plttfs from judgt of Mr Justice Coleridge, without a jury, Middlesex (c.a.v. Jan 30)

Fry & Mazon v Smellie & Taylor appl of deft Smellie from judgt of Mr Justice Scrutton (c.a.v. Feb 13)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

From foot of Hilary printed list, ante, p. 228.

1911.

Hillier & Parker v J & W Nicholson & Co ld appln of plttfs for judgt or new trial on appl from verdict and judgt, dated Dec 18, 1911, at trial before Mr Justice Ridley and a special jury, Middlesex (Dec 23)

Fred Wilkins & Bros ld v Somersald & Co appl of deft from judgt of Mr Justice Coleridge, without a jury, dated Nov 30, 1911 (Dec 28)

E R Wright (on behalf &c) and G P Wright an infant v The Northumberland and Durham Miners' Permanent Relief Fund Friendly Soc appl of plttf from judgt of Justices Avory and Horridge, dated Dec 16, 1911 (Dec 29)

Steggles v Hanson appln of plttf for judgt or new trial on appl from verdict and judgt, dated Dec 18, 1911, at trial before Mr Justice Darling and a special jury, Middlesex (Dec 29)

The King v Templer and anr appl of applicant Sir B Samuelson & Co ld from judgt of The Lord Chief Justice and Justices Hamilton and Bankes, in Middlesex, dated Dec 15, 1911 (Dec 29)

1912.

Marler and anr v Jacobus Marler Estates ld appl of plttfs from judgt of Mr Justice Bray, without a jury, Middlesex, dated Nov 23, 1911 (Jan 3)

Clarendon Hotel Co ld v Saunders appl of plttfs from judgt of the Divisional Court (Justices Coleridge and Horridge), dated Dec 20, 1911 (Jan 3)

Mentors ld v Evans appl of plttfs from judgt of Justices Bankes and Lush, dated Dec 7, 1911 (Jan 10)

S Thomas & Sons ld v C Churchill & Co ld appl of defts from judgt of Mr Justice A T Lawrence, without a jury, Birmingham, dated Dec 20, 1911 (Jan 10)

C D Walker ld v Bilston Gas Light and Coke Co appl of plttfs from judgt of Mr Justice Ridley, without a jury, Birmingham, dated Dec 15, 1911 (Jan 13)

Bradley & Colin ld v Albert Ramsay & Co appl of plttfs from judgt of Mr Justice Phillimore, without a jury, Middlesex, dated Dec 18, 1911 (Jan 16)

Jackson v The United Metropolitan Press ld and anr appln of plttf for judgt or new trial on appl from verdict and judgt, dated Jan 17, 1911, at trial before Mr Justice Scrutton and a common jury, London (Jan 25)

Byfield v Barnet Urban District Council appl of defts from judgt of Mr Justice Coleridge, without a jury, Middlesex, dated Nov 27, 1911 (Jan 27)

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

HILARY SITTINGS, 1912.

SUPPLEMENTARY LIST OF CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to 21st February, 1912.

Before Mr. Justice JOYCE.

Retained Adjoined Summonses.

In re Hoggart's Settlement Hoggart v Burnage adjd summs

In re George Treherne dec Treherne v Treherne procedure summs

In re Ormerod's Settlement Hargreaves v Hargreaves adjd summs

In re E J Walpole dec Watts v Burch adjd summs (s o leave to amend)

Causes for Trial (with Witnesses).

Lever Brothers ld v Bury District

Co-operative Soc ld act Same

v Huddersfield Industrial Soc ld

act Benjamin Brooke & Co ld

v Same act Lever Brothers ld

v Prestwich Co-operative and

Industrial Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Heckmond-

wike Industrial Co-operative

Soc ld act Benjamin Brooke

& Co v Same act Lever

Brothers ld v Slaithwaite Equit-

able Industrial Co-operative Soc

ld act Benjamin Brooke & Co

ld v Same act Lever Brothers

ld v Cleckheaton Industrial Co-

operative Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Wakefield

Industrial Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Wrex-

ham Co-operative Soc ld act

Benjamin Brooke & Co ld v

Same act Lever Brothers ld v

Birmingham Industrial Co-

operative Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Notting-

ham Co-operative Soc act Ben-

jamin Brooke & Co ld v Same

act Lever Brothers ld v Derby

Co-operative Soc ld act Benja-

min Brooke & Co ld v Same act

Lever Brothers ld v Borstall In-

dustrial Co-operative Soc ld act

Benjamin Brooke & Co ld v

Same act Lever Brothers ld v

Wolverhampton Co-operative

Soc ld act Same v Stockport

Industrial Equitable Co-operative

Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Rugby Co-

operative Soc ld act Benjamin

Brooke & Co ld v Same act

Lever Brothers ld v Same act

Lever Brothers ld v Hyde

Equitable Co-operative Soc ld

act Benjamin Brooke & Co ld

v Same act Lever Brothers ld

v Gomersall Industrial Co-

operative Soc ld act Same v

Little Lever Co-operative and

Industrial Soc ld act Same v

Horwich Industrial Co-operative

Soc ld act Same v Preston

Industrial Co-operative Soc

ld act

In re Treherne Treherne v Tre-

herne act (s o generally)

Grabowsky v Markop Pipe & Line

Transport Co act (s o)

In re Marler dec Curzon v Marler

act (not before June 4)

The Ridgway Co v The Religious

Tract Soc act (s o until

Trinity)

Thomas v Mayor, &c., of Aber-

avon act (s o Easter)

Gas Economising and Improved

Light Syndicate ld v The Blan-

chard Lamp Foreign Patents Co

ld act and counter-claim (s o)

Coslett Anti-Rust Syndicate ld v

Lennox act

Carter v Apfel act (s o)

Attorney-Gen and Godstone Rural

District Council v Smith act

(not before March 4)

Rutherland v Lakin act
Arden v Clift act
Boret v McEuen act (not before March 25)
McEuen v Boret act (not before March 25)
Fisher v Sir John Jackson (Chili) ld act
Harrodine v Harrodine act without pleadings
Great Central Ry Co v Baly with Hexthorpe U D C Attorney-Gen v Great Central Ry act and counter-claim
Thornbery v Griffiths act and counter-claim
In re Walton dec Bush v Ford act
Northern Assce Co v Farnham United Breweries act
Will v United Lankat Plantations Co act
Blackborne v Dennes act
Beecham v Painter act
Woodbridge v Bellamy act
Allard v Bates act
Ingram v Dawson act (s o Easter)
Zeegen v Isaacs act
Lucas v Davies act
In re S E Slater dec Barker v Slater act
Turner v Tomson act
The Palmer Tyre ld and anr v Martin act
In re The National Telephone Co Avebury v The Company act (without pleadings)
Spackmann v Adam act and motion for judgt
Ferro v Moore act
Wilkins v Winslow act
Wickham v Smith act and counter-claim
Dunn Sutton & Co v Board act
Ross v Cawtheray act
Turnbull v British Steel and Wire Co ld act
White v Grand Hotel Eastbourne ld act
Yeatman v L Homberger & Co act (stayed for security)
Barnett v Barnett act and counter-claim
Hagger v White act
Griffiths v Millington act
Bradley v Watts act
Marriner v Petty act
Leeke v Mayor, &c, of Portsmouth act
In re Metcalf dec Metcalf v Metcalf act
In re Cox dec In re Murphy dec Cox v Hutton act and motn for judgt
Jackson v Cording act

Before Mr. Justice SWINFEN EADY.

Causes for Trial (with Witnesses).
Encinillas Mines ld v Anglo-American Syndicate act (s o Easter)
In re The Trade Marks Act 1905 and In re The Trade Mark of William Hunt & Sons, The Blades ld act (s o Easter)
Parr v Hilton act
Neumann v Plymouth act
Palmer v Dugmore act
In re Edward Roberts dec Roberts v Owen act
In re Hooper Hooper v Hooper act
Dabbs v Newman act
James v Clarke act
Pearson v Carlyle act
In re Parson's Settlement Graham v Parson's act
Moffat v Lewin act
Carter v Horlick act

Legal and Commercial Insce Co ld v North Western Insce Co ld act
Young v Menzies act
Muhesa Rubber Plantaions ld v Hilkees act
Same v Same (transferred from K. B. Division)
Valroff v Pyke act
Bax v Buddicom act
In re Robert Eustace dec Lee v McMillan act
Henry Thorne & Co ld v Sandow act
In re the Trade Mark of Henry Thorne & Co ld and In re the Trade Marks Act 1905 motion Marler v Marler act (not before March 11)
Bryant v Miller act and counter-claim
Giles v Saunders act
Lawrence v Jee act
Edell v Carter act
Public Trustee v Bohm act
In re Spanish Mines Consolidated ld Hart Smith & Lee v The Company act
Swinhoe v Kemm act
Boulton v Arnold act
Hemsworth R D C v Wright act
In re the Companies (Consolidation) Act 1906 In re H & U Rubber and Coffee Estates ld motion
In re Companies (Consolidation) Act 1906 In re Elliott's Moulding & Joinery Co ld motion
London Trading Bank ld v Mills act and counter-claim (stayed for security)
The Liquidation Purchase Co ld v Sercombe act
Reading Industrial Co-operative Soc ld v Palmer adjd sums with witnesses
Jones v Nicol act
The Ethiopian General Trading Co v Clayton act
Hadley v Tildesley act and counter-claim
Public Trustee v Lawrance act and motn for judgt
Graham v Killick act
Ashburton v Douglas act
Percival v Stevens act
Cartwright v Wilde act

Before Mr. Justice WARRINGTON.
Retained by Order.
Cause for Trial (with Witnesses).
In re Musgrave dec Cripps v Wilkinson act pt hd (s o generally leave to apply to restore)

Further Considerations.

In re Jacob Elliott & Sons ld W R Rawlings and anr v Jacob Elliott & Sons ld fur con (Feb 25)
In re the Estate of Thomas Plummer dec Sarah W Scanlon and ors v John Freeman Plummer and ors fur con (March 1)

Causes for Trial without Witnesses and Adjourned Summeses.
In re Collings, a Solr, and In re Taxation of Costs adjd sums (s o)
In re Charles Pawley dec Pawley v Pawley adjd sums pt hd (s o liberty to apply)
In re Nicholas Kendall, an infant adjd sums (s o)
In re James Holmes dec Peard v Holmes adjd sums (s o)
In re Joseph Pyke dec Birnstringl v Birnstringl adjd sums
In re Hugh Wright dec Wright v Wright adjd sums

In re Charles Jordan dec Rennie v Morgan adjd sums
In re Jole Yerrell dec Cocks v Yerrell adjd sums
In re W G Stewart dec Stewart v Brand adjd sums
In re D T Hanbury dec Catchpole v Hanbury adjd sums
In re Arnold and Henry White Solrs (taxn of costs) adjd sums
In re John Lancaster dec Booth v Lancaster adjd sums
In re Lloyd's Bank and Lilling-ton's Contract and In re Vendor and Purchaser Act 1874 adjd sums
In re Letters Patent No. 18,898 of 1904 and In re Patents and Design Act 1907 motion amendment of specification (s o leave to amend)
In re William Christian dec Ward v The Public Trustee adjd sums
In re Margaret Harrison dec Turner v Groom adjd sums
In re C H Leigh's Settled Estates and In re The Settled Land Acts 1882 to 1890 adjd sums
In re Connolly Bros ld Wood v The Company sums to vary
In re Aiton's Settlement Trusts Brown v Aiton adjd sums
In re Americus Featherman dec Joyce v Attorney-Gen adjd sums
In re Samuel H Gunner dec Stone and ors v Paler adjd sums
In re Cardwell dec Attorney-Gen v Day adjd sums
In re Moxon dec Moxon v Hitchcock adjd sums
In re Harrison dec Mawes v Harrison adjd sums
In re Drinkwater's Will Butwell v Cole adjd sums
Polikoff v Polikoff adjd sums
In re W. G. Windham dec and In re The Settled Land Acts 1882 to 1890 adjd sums
In re Henry Emanuel dec Jones v Emanuel adjd sums
In re G P Stannage dec Whitehead v Whitehead adjd sums
In re C W Rippon dec Highfield v Whitfield adjd sums
In re Mary Ann Leigh dec Brownson v Longford adjd sumng
In re Michael Vine dec Hooper v Vine adjd sums
In re Pearce dec Eastwood v Pearce adjd sums
In re Grande Maison d'Automobiles ld Jones v The Company adjd sums
In the Matter of the Trade Mark Act No. 327,218, registered in the name of The London Food Products Co ld and In the Matter of the Trade Marks Act 1905 petition
In re Davies & Gwynne and The Great Yarmouth Waterworks Co's Contract In re The Vendor and Purchaser Act 1874 adjd sums
In re B G Goldamid's Marriage Settlement In re The Trustee Act 1893 Goldamid v Flower adjd sums
In re Brear & Brown ld The Yorkshire Guarantee & Securities Corpn ld v The Company adjd sums
In re Woofendale's Settlement Wilson v Woofendale adjd sums
In re Martha Smith dec Jones v Jones adjd sums
In re Sir Daniel Cooper dec Cooper v Cooper adjd sums

Causton v Rider sums to vary (to come on with fur con)
In re E E Park dec Wild v Toler adjd sums
In re Margaret A Kitt Thompson's Trusts Barclay v Irby adjd sums
In re Dent dec The Manchester and Liverpool District Banking Co ld v Dent adjd sums
In re Companies (Consolidation) Act 1906 In re The National Bank of India adjd sums
In re David Morris dec Bidder v Bidder adjd sums
Riley v Barton adjd sums
Thompson v The Peter Union Tyre Co motion with witnesses pt hd
Finkle v Woolfe (Lottie Finkle Clmt) adjd sums
In re Catchpool dec Hitchcock v The Mission to Seamen and ors adjd sums

Before Mr. Justice NEVILLE.
Retained Matters.
Witness Actions.

Bean v Lloyd's Bank act
In re Shuttlewood dec Shuttlewood v Hefford adjd sums with witnesses
Dade v Richards act and motn for judgt
In re James Smith dec In re T B Smith dec (Woodhouse v Smith act)

Further Considerations.

In re East Sussex Gas Light Coke and Water Co Perkins v The Company fur con (s o)
In re Barrow dec Pike v New fur con
In re Slater dec Pearson v Slater fur con
In re Coster dec Coster v Moody fur con
Wright v Wright fur con

Causes for Trial without Witnesses and Adjourned Summeses.
In re T J Freme dec Samuel v Freme adjd sums
In re Cull dec In re Schooling dec Jones Miller v Schooling adjd sums
In re Wolff dec Simons v Wolff adjd sums
Asman v Haley adjd sums
In re F J Shaw Williams v Pledger adjd sums (restored)
In re Reynolds' Trusts Lucas v Manisty adjd sums
In re E A Rudd dec In re N Rudd Rudd v Rudd adjd sums
In re Pryor's Estate Allen v Pryor adjd sums
Toovey v White adjd sums
In re A M Smith dec Trevor v Goodall adjd sums
In re M A Faraker's Estate Faraker v Durell adjd sums
In re T R Lloyd Lloyd v Lloyd adjd sums
In re Maria Hunt dec Herbert v Hunt adjd sums
In re M S Curzon dec Martin v Perry adjd sums
In re Phillips dec Cole v Idria adjd sums (restored)
Law Union and Rock Insce Co v Dudley motn for judgt
In re Hodgson Settled Estates In re Settled Land Acts Altamont v Forsyth adjd sums
In re Lord Exeter's Will Cecil v Exeter adjd sums
In re Buller's Trusts In re Hearn's Will Trusts Buller v Public Trustee adjd sums

In re Hingston & Clitters Mines Ltd Schiff v The Company adjd sums

In re Banks dec Weldon v Banks adjd sums

In re Sarah Thompson dec Thompson v Thompson adjd sums

In re W A Jeffery infant Jeffery v Jeffery adjd sums

In re Searle dec Brooke v Searle adjd sums

In re Foss Bilbrough Plaskell & Co Solrs In re Companies (Consolidation) Act 1906 In re Solicitors Act 1874 adjd sums

In re J Dickson dec Smith v Lyle adjd sums

In re Green Humphreys v Davenport adjd sums

In re M Rowley-Conwy Rowley-Conwy v Rowley-Conwy adjd sums

In re Wood dec Spofforth v Nespoli adjd sums

In re Westwood Westwood v Westwood adjd sums

In re Finch dec Finch v Finch adjd sums

In re Utley dec Russell v Cubitt adjd sums

In re Cavendish and Arnold's Contract and In re The Vendor and Purchaser Act 1874 adjd sums

In re James Fraser dec Stoddart v Dawson adjd sums (to come on with petition)

In re Tyler's Settlement Tyler v Bland adjd sums

Nitrate Securities Trust v Williams adjd sums

In re Whitaker Pender v Evans adjd sums

In re Cawte's Estate Cawte v White adjd sums

Nast Hyde Estate (Hatfield) Co Ltd v Schenk adjd sums

In re Harris Pethick v Harris adjd sums

In re Welby dec Welby v Welby adjd sums

In re Anderson's Estate Chessum v Whyte adjd sums

Quare v Pronger adjd sums

In re Leeming dec Turner v Leeming adjd sums

Holland v Gillam adjd sums

In re Newenham's Trusts Collins v Newenham adjd sums

In re Flexman Flexman v Lomas adjd sums

In re Herbert Herbert v Herbert adjd sums

In re Webb West v Webb adjd sums

In re J. Lincoln Lincoln v Lincoln adjd sums

In re Punsfer Flate v Punsfer adjd sums

In re Charles White dec White v White adjd sums

In re Gibbon Simpson v Moore adjd sums

In re Gibbon Moore v Moore adjd sums

In re Brandreth's Trusts Bergue v Brandreth adjd sums

In re Lawson dec Watson v Lawson adjd sums

In re James White dec Public Trustee v White adjd sums

In re Barton's Estate Barton v Barton adjd sums

Before Mr. Justice PARKER.
Judgment Reserved.
Attorney-Gen at the relation of A H Hastie v The Godstone Rural District Council act (c a v Feb 13)

Motion (by Order).
Lefever v Lefever (s o generally)

Retained by Order.
Motions (with Witnesses).
French Bank of London Ltd v Fennor and anr motion
Gleboff and ors v Dickinson motion (s o for settlement)

Cause for Trial (with Witnesses).
Oceanic Steam Navigation Co Ltd v United States Express Co act pt hd (s o generally)

Adjourned Summonses.
In re Orphan Working School and Alexandra Orphanage and the State of San Paulo (Brazil) Pure Coffee Co Ltd In re Vendor and Purchaser Act 1874 adjd sums pt hd (s o generally)

In re The London Electric Treatment Institute Mellersh v The Institute adjd sums pt hd (restored)

In re G Corner dec In re Pyman's Settlement Lawson v Colthurst adjd sums pt hd (s o generally)

In re Massey-Mainwaring dec Blair v Mainwaring and ors adjd sums (s o generally)

In re Taylor dec Kidd v Tatham adjd sums

Causes for Trial (with Witnesses).
The London and Provincial Assee Co Ltd v Stewart and anr act and counter-claim (by order) (s o generally)

Mendelssohn v Traies & Son act (s o pending settlement)

In re M S Cooper dec Reeder v Curtis and ors act (s o until further order)

The Electric and Ordnance Accessories Co Ltd v Hancock act and counter-claim (s o pending settlement)

In re Kenrick & Jefferson's Patent No. 6,629 of 1903 petn for revocation (s o for amendment of specification)

Henderson v Hassan act (s o not before May 1)

The Bowring Petroleum Co v The Commercial Union Assee Co Ltd act (s o generally)

In re Robert Stephenson & Co Ltd Poole v The Company adjd sums (with witnesses) (s o until further order)

Norton v Gillespie and anr act (s o Easter)

Gillette Safety Razor Co v The Anglo-American Trading Co Ltd act (fixed for March 20, subject to anything pt hd)

Cumming v Woodard act

Martin v Wilkes act (not before Easter)

In the Matter of the Patents and Designs Act 1907 and In the Matter of Taylor's Patent No. 28475 of 1904 (action without witnesses) for revocation (s o leave to restore)

Gardner v Iredale act pt hd

Creswell v London and Westminster Loan and Discount Co act and counter-claim (s o till further order)

Chaplin v Braham Barnett act (fixed for March 18)

Harman v The Takinto Oil Co Ltd act (not before March 11)

In re Groom's Settlement (Groom and ors v Rawson and anr act (s o for 10 days after answers to interrogatories filed)

In re The Ibo Investment Trust Ltd Wyler v The Company adjd sums (with witnesses) (fixed for March 5)

Buckley v Joseph Shaw & Co Ltd and Farnhill & Hurst Ltd act (s o not before March 11)

Sinnott v Bowden act

Atkins v Atkins act

Nantyglo & Blaina Ironworks Co Ltd v Wallace act and counter-claim

Shinner v Howell act and counter-claim

In re Richard Tilsley dec Whitby and ors v Tilsley and anr act (Feb 27)

Trantner v Patmore act

Before Mr. Justice EVE.

Retained by Order.

Causes for Trial (with Witnesses).
Attorney-Gen v Mayor & C of Sheffield act

Short Bros Ltd v Wearmouth Coal Co Ltd Wearmouth Coal Co v Webster third party issue

Jowett v National Standard Life Assee Corp Ltd act and counter-claim

Further Considerations.

Hamer v Parezer
Remington v Bulman

Causes for Trial without Witnesses and Adjourned Summonses.
In re Walton Turner dec Brooks-bank v Turner two procedure summonses

Ashburton v De la Warr two adjd notices

Cartland v Houston adjd notice

Scott v Scott adjd sums (s o)

In re Southwell dec Carter v Hungerford adjd sums

In re Campbell dec Cook v Campbell (two adjd notices)

In re W T Elgar dec In re Kidd's Settlement In re Jucke's Settlement Andrus v Kidd adjd sums

Roneo Ltd v The Duplicating Ink and Chemical Co motn for judgt (short)

Sheard v Dickeson act

Searle v Sanford adjd sums

In re Dulcote Leather Board Co Bishop v The Company adjd sums

In re Cavendish Grosvenor v Butler adjd sums

In re Hobson Barwick v Holt adjd sums

In re Thames Ironworks, & Co Farrer v The Company adjd sums

In re Bonacina dec Le Brassin v Bonacina adjd sums

In re Rawson's Estate Toomey v Rawson adjd sums

In re Sir E. Palmer's Estate Palmer v Cassel adjd sums

In re Bates dec Guy v Bates adjd sums

In re Atlay dec Atlay v Atlay adjd sums

Barton v United Kingdom Savings Investment Corp Ltd act

In re Marsden's Estate Marsden v Marsden adjd sums

In re Seton-Karr dec Seton v Seton adjd sums

In re Same Same v Same adjd sums

In re Harvey's Settlement Rawlings v McNeil adjd sums

In re Schärer (otherwise Schaeerer) dec Wetter v Schärer adjd sums

In re T H Brinckman's Settled Estates In re Settled Land Acts 1882 to 1890 adjd sums

In re C E Goad dec Goad v Goad adjd sums

In re Lady Moncreiffe's Estate Lady Butler v Moncreiffe adjd sums

In re Brooks dec Brooks v Brooks adjd sums

In re E. Lubbock's Settled Estates In re Settled Land Acts adjd sums

In re Piza Barnett's Contract and V and P Act 1874 adjd sums

In re Ashby's Trusts Grimwood v Ashby adjd sums

In re William McIlroy Ltd and the Mayor & C of Croydon and In re the Vendor and Purchaser Act 1874 adjd sums

In re Covil dec Covil v Covil adjd sums

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 23.
JOINT STOCK COMPANIES.
LIMITED IN CRAWLEY.

A. P. HIRST & CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Mar 9, to send their names and addresses, and particulars of their debts or claims, to Wilfred Harold Copley, Moorgate st, Rotherham, liquidator.

ADAMANT LIVING CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Mar 15, to send their names and addresses, and particulars of their debts or claims, to Thomas Haworth, 13, Finbury circus, liquidator.

AFRICAN TRANS-CONTINENTAL TELEGRAPH CO, LTD—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Percy Johnstone Baird, 2, London Wall b.d.g.s. Coward & Co, Mining ln, solrs to the liquidator.

BELL RANGE AND FOUNDRY CO, LTD—Creditors are required, on or before Mar 8, to send their names and addresses and the particulars of their debts or claims, to Fred Kibby, Drury chmbrs, Market sq, Northampton, liquidator.

DUNCAN MACDONALD & CO, LTD—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Thos. A. Large, 68, Coleman st. Bennett & Ferris, Coleman st, solrs to the liquidator.

EAST PARK (HULL) SKATING RINK CO., LTD.—Petn for winding up, presented Feb 12, directed to be heard at Kingston upon Hull Mar 7. T. & A. Priestman, Crown chmbrs, Land of Green Ginger, Hull, solrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 6.

ERKINGTON UNIONIST CLUB, LTD—Creditors are required, on or before Mar 30, to send their names and addresses, and the particulars of their debts or claims, to Ernest Weston, Harthead chmbrs, Sheffield, liquidator.

FRED S. BRIER, LTD—Creditors are required, on or before Mar 8, to send their names and addresses, and the particulars of their debts or claims, to Oliver Sunderland, 15, Eastcheap, liquidator.

GARDENIA RESTAURANT, LTD.—Petn for winding up, presented Feb 19, directed to be heard Mar 5. Ballantyne & Co, 150, Leadenhall st, solrs for the petns. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 4.

H. L. LILLEY & CO, LTD.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to William Herbert Rock, 25, Lord st, Liverpool, liquidator.

HASTINGS, ST. LEONARDS AND BEXHILL BILL POSTING AND ADVERTISING CO, LTD.—Creditors are required, on or before Mar 12, to send their names and addresses, and the particulars of their debts or claims, to Frederic Hall, Bouverie chmbrs, Folkestone, liqu. atx.

HUDSON BAY AND PACIFIC RAILWAY DEVELOPMENT CO. LTD.—Peta for winding up, presented Feb 21, directed to be heard Mar 5. Corbould & Co. 1, Henrietta st. Cavendish sq. solors for the petra. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 4.

HYGIENIC SYPHON CO. (1910). LTD.—Peta for winding up, presented Feb 16, directed to be heard Mar 5. Kenneth & Co. Lennox House, Norfolk st, Strand, solors for the petra. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 4.

LANCASTER (CHATEL). LTD.—Skipton & Settle.—Creditors are required, on or before Mar 20, to send their names and addresses, and the particulars of their debts or claims to Charles Henry Best, Swadford chmbrs, Skipton, liquidator.

LOVELL INVESTMENT AND BUILDING SOCIETY, LTD.—Peta for winding up, presented Feb 2, directed to be heard at the Court House, Corporation st, Birmingham, at 10.30 Thomas & Co, 29, Temple row, Birmingham, solors for the petra. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 13.

OAKES & CO. LTD.—Creditors are required, on or before Mar 26, to send their names and addresses, and the particulars of their debts or claims, to Harry Meredith, 208, Gresham House, Old Broad st, liquidator.

S. C. A. R. (LONDON) LTD.—Creditors are required, on or before Mar 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Howell Hovey, 1 & 2, Great Winchester st, liquidator.

SECOND DELTA TRUST, LTD.—Creditors are required, on or before Mar. 30, to send their names and addresses, and particulars of their debts and claims, to Lomas & Pasfield, 39-41, New Broad st, liquidators.

T. F. LLOYD GREENWOOD & CO. LTD.—Creditors are required, on or before Mar. 13, to send their names and addresses, and the particulars of their debts or claims, to Mr. Edward Joseph Palmer, 56, Moorgate st, liquidator.

London Gazette.—TUESDAY, Feb. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOLTON SKATING RINK CO. LTD.—Creditors are required, on or before April 6, to send their names and addresses and particulars of their debts or claims, to James Carter, 14, Wood st, Bolton. Russell & Russell, Bolton, solors for the liquidator.

C. F. COMPART, LTD.—Peta for winding up, presented Feb 23, directed to be heard Mar 13. Lampriere & Hunter, 61 and 63, Lincoln's inn fields, solors for the petra. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 11.

CITY OF LONDON SECURITIES AND INVESTMENT CORPORATION, LTD.—Creditors are required, on or before Mar 28, to send their names and addresses, and particulars of their debts or claims, to Arthur Edward Davis, 1, St Swithin's ln, liquidator.

COMPENSATION AND GUARANTEE FUND, LTD.—Creditors are required, on or before Mar 30, to send their names and addresses, and the particulars of their debts or claims to Frederick Murgatroyd, Duchy chmbrs, Clarence st, Manchester, liquidator.

EAGLEHAWK CONSOLIDATED GOLD MINING CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Mar 11, to send their names and addresses, and the particulars of their debts or claims to James Durie Pattullo, 65, London Wall, liquidator.

GROSVENOR CLUB SYNDICATE, LTD.—Peta for winding up, presented Feb. 22, directed to be heard Mar 12. Savage & Co, 27, Chancery ln, solors for the petra. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 11.

HARRIS THE SIGN KING CO. LTD.—Creditors are required, on or before Mar 4, to send their names and addresses, and the particulars of their debts or claims, to F. T. Harris, 178, High rd, Kilburn, liquidator.

J. D. FITCHER AND SON, LTD.—Creditors are required, on or before Mar 27, to send their names and addresses, and the particulars of their debts or claims, to Thomas Keens, 63, Queen Victoria st. Morton & Patterson, 10, Old Jewry chmbrs, solors for the liquidator.

POPE & CO. LTD.—Creditors are required, on or before Mar 22, to send their names and addresses, and the particulars of their debts or claims, to E. H. Hawkins (Poppleton & Co), 4, Charterhouse sq, liquidator.

SEVILLE COLLIERIES, LTD.—Creditors are required, on or before Mar 30, to send in their names and addresses, and the particulars of their debts or claims, to Henry Baker, 18, Booth st, Manchester, liquidator.

T. CLEMMONS & CO. LTD.—Creditors are required, on or before Mar 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Henry McPherson, 25, Newhall st, Birmingham. Rowlands & Co, solors for the liquidator.

WOOLMER HYGIENIC LAUNDRY CO. LTD.—Creditors are required, on or before April 6, to send in their names and addresses, with particulars of their debts or claims, to Thomas Douglas Robson Kent, High Park rd, Farnham, liquidator.

The Property Mart.

Forthcoming Auction Sales.

March 7.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2: Reversions, Annuity, Tithes Rent Charge, Policies of Assurance, &c. (see advertisement, back page, this week).

March 7.—Messrs. J. A. & W. THARP, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Feb. 24).

March 29.—Messrs. DAVID J. CHATTELL & SONS, at the Mart, at 2: Freehold Ground Rent (see advertisement, back page, Feb. 24).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 9.

BLACKBORNE, ANN, NORWOOD, Surrey March 7 Barber and Another v Blackborne Joyce, J. Hutchinson, Edon st.
GREENGRASS, GUY, Chislehurst, Kent, Upholsterer March 16 Hennessy v Green-grass and Another, Joyce, J. Berry, Chesapeake
HOOK, WILLIAM GRAY, Bridgwater, Somerset, Tailor March 13 Hook v Lockyer Warrington, J. Bishop, Bridgwater

London Gazette.—TUESDAY, Feb. 13.

HAGUE, WILLIAM, Rawmarsh, Yorks March 14 Hague and Others v Hague, Parker, J. Payne, Chancery ln

London Gazette.—FRIDAY, Feb. 16.

ELLIOTT, STEPHEN, Swadwick, Derby, Hosiery Manufacturer March 21 Clifford v Elliott, Swinfen Eady and Neville, J. J. Clifford & Clifford, Derby
WILLIAMS, SAMUEL, Mowagiesey, Cornwall, Builder March 23 Johnston v Williams and Another, Joyce, J. Cooche, St. Austell

London Gazette.—TUESDAY, Feb. 20.

COLLEN, S. & EDWIN HENRY HAYES, Kelvedon, Essex March 15 Pike v Collan, Master Prior, Royal Courts Ryde, Clement's inn, Strand

London Gazette.—FRIDAY, Feb. 23.

HENSON, WILLIAM, Peterborough April 1 John LeFevre & Sol v Henson, Joyce, J. Sturton, Peterborough
HOPKINS, JOHN COOPER, Newcastle upon Tyne, Builder March 28 Locke & Co v Hope and Others, Neville, J. Smith, Lincoln's inn fields

London Gazette.—TUESDAY, Feb. 27.

BROTHERS, WILLIAM HENRY, Neldale rd, Rotherhithe, Meat Carrier April 3 Brothers and Another v Hazell, Neville, J. Wicky & Co, Fenchurch bldgs

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 23.

ASHLEY, JOHN, Walton, Liverpool Mar 30 Masters & Venables, Liverpool
BLESS, ALFRED HERBERT DR. St James' ct April 15 Tamplin & Co, Fenchurch st
BROOKER, CHARLES EDWARD, Vassall rd, Kennington Mar 25 Freeman & Son, George st, Hanover sq
BUCKLE, CHARLES, Brighton Mar 30 Harker & Sons, Brighton
BURGESS, WILLIAM, East Woodhay, Berks Mar 20 Loader, Newbury
BUTLER, ALBERT, Blackpool Mar 6 Heap & Heap, Br. dford
BUTLER, LUCY, Wokingham, Berks March 25 May, Wokingham
COATES, MARY ELIZABETH, Stockton on Tees Mar 3 Whaley, Middlebrough
COOKE, LAURA MARY, Ashley gds, Victoria st, Westminster Mar 21 Hopgood & Downson, Springdals
COOPER, JOSEPH, Bowral, New South Wales, Grazier Mar 25 Neave & Co, 232, Strand
COSSER, ELLEN PASCOE, Alexander rd, Upper Holloway Mar 30 Eagleton & Sons, Chancery ln
CRACKNELL, ANN, Enfield, Middlesex Mar 30 Vanderpump, Enfield Town, Middlesex
DARTY, JAMES, Cuckham Dean, Berks April 10 Rivington & Son, Fenchurch bldgs
EVERSHED, ROBERT, Cootham, Sussex, Farmer Mar 23 Cooke & Haddock, Hornham
FISHER, GEORGE, Combe Down, nr Bath April 20 Chesterman & Sons, Bath
FRANK, MARGARET, York April 19 Crombie & Sons, York
FULK, GEORGE, Haslemere, Surrey, Grocer April 3 Owttram Haslemere
GATES, MARY ANN, Derinton rd, Tooting Mar 25 Whitfield, Surrey at GIFFORD, the Right Hon EDWARD FREDERICK GIFFORD BARON, VC, Chichester, Sussex April 10 Coward & Co, Mincing ln
GREAVES, WILLIAM HENRY, Bearwood, Smethwick, Staffs, Coal Merchant Mar 23 Roberts & Sharp, Birmingham
GRIMSHAW EDWARD JAMES, Huyton, Lancs. Land Surveyor Mar 25 Peace and Darlington, Wigan
HARRIS, SIR HENRY, Fellows rd, Hampstead April 4 Farnard & Tay'or, Lincoln's inn fields
HARRIS, the Rev WILLIAM HENRY, Teddington Mar 23 Miles, Theobalds rd
HEWITSON, REBECCA JANE, Borriskill, nr Maryport, Cumberland Mar 23 Cramer, Maryport
HOLDEN, JOHN, Oswaldtwistle, Lancs April 1 Reddish, Blackburn
JESSETT, MONTAGUE GEORGE, Enfield, Middlesex, Solicitor Mar 22 Grant, Laurence Pountney hill
JOHNSON, BRUCE HOLLAWELL, Croydon April 4 Boydell, South sq, Gray's inn
JOHNSON, THOMAS SANDS, Ulverston, Lancs April 8 Johnson & Son, Liverpool
JONES, GRACE, Clapham rd April 12 Lewis, Chancery ln
LAW, JOHN, Fleetwood, forthwith requested to send particulars to Lockwood, Black-pool
LAWRENCE, STEPHEN, Lee on the Solent, Southampton Mar 24 Gillson, Fareham Hants
LEACH, WILLIAM, Truro Mar 19 Smith & Co, Truro.
LEACH, WILLIAM SAWREY, Fleetwood, Lancs Mar 23 Gaultier, Fleetwood
LEWIS, SIR GEORGE HENRY, Portland pl Mar 30 Lewis & Lewis, Ely pl
LOWCOCK, JOSEPH, Gilliam, nr Richmond, Yorks Mar 23 W B & C Hulton, Richmond, Yorks
LUCAS, CHARLES DUNCAN, Salisbury, Wilts Mar 31 Robins & Co, Lincoln's inn fields
MCBRATH, MARIA, Sutton, Surrey April 2 Shuttleworth & Dallas, Preston
MUSPRATT, SUSANNA LETT, Tierney rd, Streatham Hill Mar 30 Nicholson & Co, Wath upon Dearne, nr Rotherham
NEVILLE, RICHARD BALLINGALL, Penrith, Bank Manager Mar 27 Little & Lamony, Penrith
NORGAARD E. ELIZABETH HARRISON, Newcastle upon Tyne Mar 23 Mabine & Co, South Shields
OLDHAM, Lieut-Colonel BENJAMIN CURWEN, Osborne, Isle of Wight Mar 20 Hubbard & Shepard, Chancery ln
PARKIN, WILLIAM HUGH, Barton, Westmorland Mar 27 Little & Lamony, Penrith
PAVITT, OSCAR PETER LORD, Central Meat Market, Meat Salesman Mar 25 Davey, Essex st, Strand
PRESTON, JOSEPH CLASSON, Heath Hurst rd, Hampstead April 10 Piesse & Sons, Old Jewry chmbrs
PROUDFOOT, ARTHUR, Northumberland, Agent Mar 20 Tweddle, Newcastle upon Tyne
RICHARDS, CLARA JANE Egham, Surrey Mar 25 Brett, Egham
ROBERTSON-SHERBURY, EMMA SOPHIA, Hilda rd, Brixton Mar 30 Eagleton & Sons, Chancery ln
ROBSON, HARRY, Heaton Moor, Lancs, Justices' Clerk Mar 23 Hockin & Co, Manchester
SEARS, HARRIET LEILA, Liverpool Mar 26 Lucas & Co, Liverpool
SEATON, FRANCIS JEREMIAH, Eydon, Northampton Mar 30 Fortescue & Sons, Banbury, Oxon
SMITH, WILLIAM JOSHUA, Brighton, Bookseller April 20 Stevens & Son, Brighton
SPIERS, KENNETH, Rochester Mar 25 Bassett & Boucher, Rochester
STEVENSON, JOHN, Leamington Spa, Carriage Manufacturer Mar 30 Large & Major, Leamington Spa
STRACEY, GEORGE, Hadham, Hertford April 2 Richardson & Co, Much Hadham, Herts
TRUMPER, ISABELLA CHRISTINA, Crayon ter, Ealing Mar 19 Beachcroft & Co, Theobald's rd
TRURO, Right Hon ALICE HART, BARONESS, Hayes, Middx April 3 Withers & Co, Arundel st, Strand
WILDO, ELIZABETH, West Hightown, Manchester April 19 Farrar & Co, Manchester
WILLIAMS, ANTHONY CARR, Sunderland Mar 31 Bain & Hanna, Sunderland
WITHERS, JOSEPH, West Ham ln, Stratford, Essex, Pawnbroker May 1 Withers, High Holborn
WOLFRYTES, SIR JOHN ANDREWS, Wells, Somerset Mar 21 Hopgood & Downson, Spring gds

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 23.

RECEIVING ORDERS.

BARNES, CHARLES, Pontypridd, Mon, Grocer, Newport Mon. Feb 6 3rd Feb 21
 BEASLEY, JOHN, Russell sq, Cab Proprietor High Court Pet Feb 20 3rd Feb 20
 BECKE, ALBERT HENRY, Liverpool, Hemp Merchant Liverpool Pet Feb 1 3rd Feb 20
 BORN, ARTHUR, Radfield, Clerk Edmonton Pet Oct 27 3rd Feb 19
 CASE, WALTER TUCKER, Newport, Mon, Builder Newport Mon. Feb 19 3rd Feb 19
 CLERKENWELL, ISAAC, Sunderland, General Dealer Sunderland Pet Feb 6 3rd Feb 20
 COLLARD & CO, Messrs, Gloucester rd, Kensington, Auctioneers High Court Pet Jan 26 3rd Feb 20
 COLLIS, ELIZABETH, Oakwood av, Lewis rd, Mitcham Croydon Pet Jan 8 3rd Feb 20
 CROSBY, JAMES, Haydon, Lancs, Wheelwright Liverpool Pet Feb 20 3rd Feb 20
 CUTLER, EDITH LAVINIA, Winton, Bournemouth Poole Pet Feb 21 3rd Feb 21
 DAVIDSON, THOMAS, Penrith, Grocer Carlisle Pet Feb 21 3rd Feb 21
 DAVIES, WILLIAM JAMES, Hereford, Grocer's Assistant Hereford Pet Feb 19 3rd Feb 19
 DEAN, CHARLES DENNIS, Wakefield, Innkeeper Wakefield Pet Feb 19 3rd Feb 19
 ELLIS, CHARLES, Sheffield, Stock Broker Sheffield Pet Feb 1 3rd Feb 20
 FRANKHAM, WILLIAM, Norwich, Baker Norwich Pet Feb 5 3rd Feb 19
 GATLEY, JAMES, Timperley, Cheshire, Cattle Dealer Manchester Pet Feb 30 3rd Feb 20
 GRAY, ALFRED, Dagenham, Essex, Builder Chelmsford Pet Jan 27 3rd Feb 19
 HAYWOOD, FRED, Manchester, Yarn Agent Manchester Pet Jan 27 3rd Feb 19
 HOLDICROFT, JOSEPH, Hanley, Coal Merchant Hanley Pet Feb 9 3rd Feb 20
 JAMES, WILLIAM, Cardiff, Maesteg, Glam, Collier Cardiff Pet Feb 19 3rd Feb 19
 JONES, DAVID PRYCE, Morriston, Swansea, Millwright Pet Feb 19 3rd Feb 19
 JONES, EVAN, and CHARLES PERRY, Merthyr Tydfil, Builders Merthyr Tydfil Pet Feb 19 3rd Feb 19
 JOSEPH, GEORGE, Abercromby, Glam, Provision Merchant Pontypridd Pet Feb 20 3rd Feb 20
 KINGWILL, HENRY, Lee Mill Bridge, nr Ivybridge, Devon, Haulier Plymouth Pet Feb 19 3rd Feb 19
 LAWS, HORACE JAMES, Rumburgh, Suffolk, Dealer Great Yarmouth Pet Feb 21 3rd Feb 21
 LEAR, WILLIAM, Mercey rd, Holloway, Working Jeweller High Court Pet Feb 21 3rd Feb 21
 LEOPOLD, I, High rd, Kilburn, Hosiery Dresser High Court Pet Jan 31 3rd Feb 21
 MACK, JOSEPH, Store st, Tottenham Court rd, Professional Billiard Player High Court Pet Feb 19 3rd Feb 19
 MANNING, C, Bethnal Green rd, Umbrella Manufacturer High Court Pet Jan 30 3rd Feb 21
 MATHURAN, J, Eagle st, Holborn High Court Pet Nov 16 3rd Feb 21
 ROBERTS, WILLIAM, Blaenau Ffestiniog, Merionethshire, Joiner Portmadoc Pet Feb 20 3rd Feb 20
 ROSSADON, JOSEPH, Rye in, Peckham, Tailor High Court Pet Jan 30 3rd Feb 20
 ROWLAND, TOM, Wincanton, Somerset, Dealer Yeovil Pet Feb 19 3rd Feb 19
 SHAUGHNESSY, ALFRED, Stratford, Lancs, Copper Plate Engraver Salford Pet Feb 19 3rd Feb 19
 SMITH, SIDNEY HARRY, Hastings, Newsagent Hastings Pet Feb 19 3rd Feb 19
 SUTTON BROTHERS, Swansea, Automobile Engineers Swansea Pet Feb 9 3rd Feb 21
 TILLY, ERNEST WILLIAM MOLYNEUX, Runcorn, Chester, Licensed Victualler Warrington Pet Feb 19 3rd Feb 19
 TUCKER, JANE, Bridgend, Glam Cardiff Pet Feb 19 3rd Feb 19
 WHITE, WILLIAM, Leeds, Gold Beater Leeds Pet Feb 19 3rd Feb 19

WILLY, HERBERT JOHN, Sheffield, Milliner High Court Pet Jan 2 3rd Feb 19

FIRST MEETINGS.

ALLOP, FRANK, Hampden, nr Bakewell, Derby, Farmer Mar 5 at 12 Off Rec, 5, Victoria bldg, London rd, Derby
 AUSTIN, GEORGE ALBERT, Newport, Mon, Watchmaker and Jeweller Mar 2 at 11 Off Rec, 144, Commercial st, Newport, Mon
 BEASLEY, JOHN, Russell sq, Cab Proprietor Mar 4 at 11 Bankruptcy bldg, Carey st
 BECKE, ALBERT HENRY, Liverpool, Hemp Merchant Mar 12 at 11 Off Rec, 23, Victoria st, Liverpool
 COBB, W SELBY, Mill Hill Park, Middle, Laundry Proprietor Mar 4 at 12 Off Rec, 14, Bedford row
 COLLARD, MESSRS and Co, Gloucester rd, 8 Kensington, Auctioneers Mar 4 at 1 Bankruptcy bldg, Carey st
 DAVIES, ROSSER LLEWELLYN, Pontardawe, Glam, Collier Mar 2 at 11 Off Rec, Government bldg, St Mary's st, Swansea
 DEAN, CHARLES DENNIS, Wakefield, Innkeeper Mar 4 at 11 Off Rec, 21, King st, Wakefield
 DOWSON, GEORGE WILLIE COVERDALE, Laxfield, Suffolk, Poultry Keeper Mar 5 at 12.15 36, Prince st, Ipswich
 FULLER, GEORGE HENRY, Llandilo, Cabinet Maker Mar 5 at 12 Off Rec, 4, Queen st, Carmarthen
 GIBSON, PARKIN, Barrow in Furness, Builder Mar 5 at 11.15 Off Rec, 10, Cornwall st, Barrow in Furness
 GRAY, ALFRED, Dagenham, Essex, Builder Mar 5 at 3 Off Rec, 14, Bedford row
 HOLMES, ALLAN, Grimby, Fish Fryer Mar 2 at 11 Off Rec, St Mary's church, Great Grimby
 JOEL, S J, Amhurst park, Cigar Merchant Mar 4 at 3 Off Rec, 14, Bedford row
 JONES, EVAN, and CHARLES PERRY, Merthyr Tydfil, Builders Mar 5 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
 JOSEPH, GEORGE, Abercromby, Glam, Provision Merchant Mar 7 at 11.15 Off Rec, St Catherine's church, St Catherine st, Pontypridd
 KEMP BROS, Market Drayton, Salop, Carriage Builders Mar 4 at 12 Off Rec, King st, Newcastle, Staffs
 LEAR, WILLIAM, Mercey rd, Holloway, Working Jeweller Mar 5 at 12 Bankruptcy bldg, Carey st
 LEOPOLD, I, High rd, Kilburn, Hosiery Dresser Mar 6 at 11 Bankruptcy bldg, Carey st
 LOBE, JOHN WATKINS, South Tawton, Devon, Farmer Mar 5 at 3.30 7, Buckland ter, Plymouth
 MACK, JOSEPH, Store st, Tottenham Court rd, Professional Billiard Player Mar 5 at 11.30 Bankruptcy bldg, Carey st
 MANNING, C, Bethnal Green rd, Umbrella Manufacturer Mar 6 at 1 Bankruptcy bldg, Carey st
 MATTHEWS, JOHN WILLIAM, Galford, York, Cab Proprietor Mar 4 at 3 Off Rec, 21, King st, Wakefield
 MATHURAN, J, Eagle st, Holborn Mar 5 at 11 Bankruptcy bldg, Carey st
 RANKIN, WILLIAM, The Butts, Brentford, Confectioner Mar 5 at 12 Off Rec, 14, Bedford row
 RIDDLE, JOSEPH HENRY, Moston, Manchester, Soap Boiler Mar 2 at 11 Off Rec, Byron st, Manchester
 ROSSADON, JOSEPH, Rye in, Peckham, Tailor Mar 6 at 1 Bankruptcy bldg, Carey st
 ROWLAND, TOM, Wincanton, Somerset, Dealer Mar 5 at 1 Off Rec, City church, Catherine st, Salisbury
 SUTTON BROS, Swansea, Automobile Engineers Mar 5 at 11.30 Off Rec, Government bldg, St Mary's st, Swansea
 WHITE, WILLIAM, Gold Beater Mar 4 at 11 Off Rec, 24, Bond st, Leeds
 WILLY, HERBERT JOHN, Sheffield, Milliner Mar 7 at 1 Bankruptcy bldg, Carey st
 WOOD, VINCENT LOWRIE, East Cowes, I of W, Drug Store Proprietor Mar 2 at 2 Off Rec, 93, High st, Newport, I of W

ADJUDICATIONS.

BEASLEY, JOHN, Colonnade, Russell sq, Cab Proprietor High Court Pet Feb 20 3rd Feb 20
 BROWNE, SOLLY, High st, Shoreditch, Wholesale Stationer High Court Pet Jan 2 3rd Feb 20
 CASE, WALTER TUCKER, Newport, Mon, Builder Newport, Mon Pet Feb 19 3rd Feb 19
 CHAPMAN, THOMAS PETER, Great Winchester st, General Merchant High Court Pet Aug 15 3rd Feb 19
 COULBOUX, LIEUT G F, Gloucester ter, 8 Kensington High Court Pet Dec 12 3rd Feb 20

CROCKER, JONATHAN ALFRED, Dover st High Court Pet Jan 9 3rd Feb 20
 CROSBY, JAMES, Huyton, Lancs, Wheelwright Liverpool Pet Feb 20 3rd Feb 20
 CUTLER, EDITH LAVINIA, Winton, Bournemouth Poole Pet Feb 21 3rd Feb 21
 DAVIDSON, THOMAS, Penrith, Grocer Carlisle Pet Feb 21 3rd Feb 21
 DAVIES, WILLIAM JAMES, Hereford, Grocer's Assistant Hereford Pet Feb 19 3rd Feb 19
 DEAN, CHARLES DENNIS, Wakefield, Innkeeper Wakefield Pet Feb 19 3rd Feb 19
 DOUGLAS, FREDERICK (Marques of Queensberry), Brook green High Court Pet Aug 10 3rd Feb 19
 GATLEY, JAMES, Timperley, Cheshire, Cattle Dealer Manchester Pet Feb 27 3rd Feb 20
 JAMES, WILLIAM, Cardiff, Maesteg, Glam, Collier Cardiff Pet Feb 19 3rd Feb 19
 JONES, DAVID PRYCE, Morriston, Swansea, Millwright Swansea Pet Feb 19 3rd Feb 19
 JONES, EVAN, and CHARLES PERRY, Merthyr Tydfil, Builders Merthyr Tydfil Pet Feb 19 3rd Feb 19
 JOSEPH, GEORGE, Abercromby, Glamorgan, Provision Merchant Pontypridd Pet Feb 20 3rd Feb 20
 KELLY, JOHN, OLIVER THOMAS, Edington, Warwick, Advertising Contractor Birmingham Pet Jan 30 3rd Feb 21
 KINGWILL, HENRY, Lee Mill Bridge, nr Ivybridge, Devon, Haulier Plymouth Pet Feb 19 3rd Feb 19
 LAWS, HORACE JAMES, Rumburgh, Suffolk, Dealer Great Yarmouth Pet Feb 21 3rd Feb 21
 LEAR, WILLIAM, Mercey rd, Holloway, Working Jeweller High Court Pet Feb 21 3rd Feb 21
 MACK, JOSEPH, Store st, Tottenham Court rd, Professional Billiard Player High Court Pet Feb 19 3rd Feb 19
 ORTON, CHARLES JAMES WILLIAM, Ruckinge, Kent, Farmer Canterbury Pet Jan 30 3rd Feb 17
 ROBERTS, WILLIAM, Blaenau Ffestiniog, Merioneth, Joiner Portmadoc Pet Feb 20 3rd Feb 20
 ROSSADON, EDWARD, BARNET, Herts, Licensed Victualler High Court Pet Dec 1 3rd Feb 19
 ROWLAND, TOM, Wincanton, Somerset, Dealer Yeovil Pet Feb 19 3rd Feb 19
 SHAUGHNESSY, ALFRED, Stratford, Lancs, Copperplate Engraver Salford Pet Feb 19 3rd Feb 19
 SMITH, SIDNEY HARRY, Hastings, Newsagent Hastings Pet Feb 19 3rd Feb 19
 TILLY, ERNEST WILLIAM MOLYNEUX, Runcorn, Chester, Licensed Victualler Warrington Pet Feb 19 3rd Feb 19
 TUCKER, JANE, Bridgend, Glam Cardiff Pet Feb 19 3rd Feb 19
 WHITE, WILLIAM, Leeds, Gold Beater Leeds Pet Feb 19 3rd Feb 19

Amended Notice substituted for that published in the London Gazette of Jan 30:

HUDSON, JOHN CLARE, Thornton by Horncastle, Lincoln Lincoln Pet Dec 22 3rd Jan 27

ADJUDICATIONS ANNULLED.

ASTON, HENRY, Birmingham, Tool Maker Birmingham Adjud Dec 15, 1905 Annul Feb 14, 1912
 FRETWELL, WILLIAM C, Fenchurch st, Builder High Court Adjud Jan 26, 1894 Annul Feb 14, 1912

London Gazette.—TUESDAY, Feb. 27.

RECEIVING ORDERS.

ACKERLEY, WILLIAM JAMES, Altrincham, Coal Dealer Manchester Pet Feb 22 3rd Feb 22
 ADAMS, GEORGE WILLIAM, Fairburn, nr Ferrybridge, York, Wheelwright Wasefield Pet Feb 23 3rd Feb 23
 AMON, JOHN HENRY, Bolton, Lancs, Smallware Dealer Bolton Pet Feb 22 3rd Feb 22
 BREKWITH, HENRY WILLIAM, Huddersfield, Carver Huddersfield Pet Feb 22 3rd Feb 22
 BLAKE, CHARLES, Plympton, Devon, Dairyman Plymouth Pet Feb 24 3rd Feb 24
 BRINDLE, JANE, Chorley, Lancs Bolton Pet Feb 21 3rd Feb 21
 BRISTOW, JOHN, Stanmore st, Caledonian rd, Potato Salesman High Court Pet Feb 24 3rd Feb 24
 COOPER, JOSEPH, Wolverhampton, Painter Wolverhampton Pet Feb 23 3rd Feb 23
 DICKERS, FREDERICK SAMUEL, Fynton, Oxford, Farmer Aylesbury Pet Feb 24 3rd Feb 24
 HANCOCK, WILLIAM NORTH, Deal, Fly Proprietor Canterbury Pet Feb 22 3rd Feb 22

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation. Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

X The Corporation has extended its operations, and, in addition to Licenses Insurance, now covers risks in connection with:—Fire, Consequential Loss, Burglary, Workmen's Compensation, Fidelity Guarantee, Third Party, etc., under a perfected Pooling system of Insurance. **X**

APPLY FOR PROSPECTUS.

LAW INSURANCE SOCIETY LTD.

No. 114, Chancery Lane, London, W.C.



BONDS—The Directors desire to specially draw the attention of the Legal Profession to the fact that the Fidelity Guarantee Bonds of this Society are accepted by His Majesty's Government and in the High Court of Justice.

Fire. Personal Accident and Disease. Burglary. Fidelity Guarantee. Workmen's Compensation, including Domestic Servants. Property Owners' Indemnity. Third Party. Plate Glass.

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CHARLES PLUMPTRE JOHNSON, Esq., J.P., Chairman (formerly of Johnson, Raymond-Barker & Co., Lincoln's Inn).
 ROMER WILLIAMS, Esq., D.L., J.P. Vice-Chairman (Williams & James), Norfolk House, Thames Embankment.
 SIR RICHARD NICHOLSON (Nicholson, Patterson & Freeland), Queen Anne's Gate, Westminster.
 WILLIAM NOCTON, Esq., D.L., J.P. (Nocton & Sons), Great Marlborough Street.
 RONALD PEAKE, Esq. (Peake, Bird, Collins & Co.), Bedford Row.
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 THOMAS RAWLE, Esq. (Rawle, Johnstone & Co.), Bedford Row.
 J. E. W. RIDER, Esq. (Rider, Heaton & Wigram), Lincoln's Inn.
 GEORGE L. STEWART, Esq. (Lee & Pemberton), Lincoln's Inn Fields.
 The Right Hon. LORD STRATHEDEN AND CAMPBELL, Bruton Street.
 J. PERCEVAL TATHAM, Esq. (Tatham & Procter), Lincoln's Inn Fields.
 R. W. TWEEDIE, Esq. (A. F. & R. W. Tweedie), Lincoln's Inn Fields.
 W. MELMOTH WALTERS, Esq. (Walters & Co.), Lincoln's Inn.
 SIR HENRY ARTHUR WHITE, C.V.O. (A. & H. White), Great Marlborough Street.
 E. H. WHITEHEAD, Esq. (Burch, Whitehead & Davidson), Spring Gardens.
 E. TREVOR LL. WILLIAMS, Esq., J.P., Temple Bar House, Fleet Street.

SECRETARY—H. T. OWEN LEGGATT.

ASSISTANT SECRETARY—ARTHUR E. C. WHITE.

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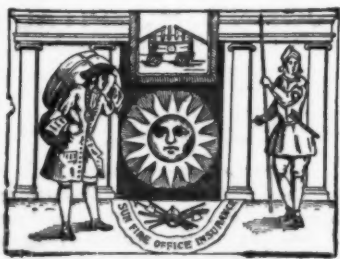
HARRIS, LAWRENCE, Liverpool High Court Pet Dec 20
 Ord Feb 23
 HAYARD, LEWIS, Llanelly, Provision Merchant Carmarthen Pet Feb 24 Ord Feb 24
 HOLDEN, MARY, Blackburn, Manager Blackburn Pet Feb 23 Ord Feb 23
 HOLDEN, RICHARD, Blackburn, Wall-paper Stainer's Manager Blackburn Pet Feb 22 Ord Feb 22
 JONES, THOMAS, Hirwaun, Glam, Engi & Driver Aberdare Pet Feb 23 Ord Feb 23
 MAWER, JOHN GEORGE, Guisborough, Yorks, Butcher Stockton on Tees Pet Feb 22 Ord Feb 22
 NOBLE, BENJAMIN, sen, and NOBLE, BENJAMIN, jun, Uppingham, Rutland, Graziers, Leicester Pet Feb 23 Ord Feb 23
 OAKES, ERNEST, Perth rd, Stroud Green High Court Pet Feb 22 Ord Feb 22
 OAKLEY, WALTER, Clapham Park rd, Tobacco Dealer Wandsworth Pet Feb 6 Ord Feb 22
 RIMMER, WILLIAM JOHN WALKER, jun, slaithwaite, Yorks, Slater Huddersfield Pet Feb 23 Ord Feb 23
 ROBERTS, EDITH HAMILTON WYNNE, Granville pl, Portman sq High Court Pet Jan 18 Ord Feb 23
 ROBERTS, JOHN COLE, Glastonbury, Jeweller Wells Pet Feb 23 Ord Feb 23
 SIDAWAY, HARRY CLIFFORD, Dudley, Worcester Dudley Pet Feb 22 Ord Feb 22
 SOPER, JAMES, Geraldine rd, Wandsworth, Builder Wandsworth Pet Feb 5 Ord Feb 22
 STANILAND, WILLIAM, Sheffeld, Restaurant Keeper Sheffeld Pet Feb 24 Ord Feb 24

SWORDER, JOHN CHARLES, Buntingford, Herts, Market Gardener Cambridge Pet Feb 23 Ord Feb 23
 SYKES, PERCY STANLEY, Broad st av, Chartered Accountant High Court Pet Jan 26 Ord Feb 23
 TATE, HANNAH CHRISTIANA, Knottingley, Yorks Wakefield Pet Feb 22 Ord Feb 22
FIRST MEETINGS.
 BONUS, ARTHUR, Bushhill Park, Enfield, Clerk Mar 7 at 12
 Off Rec, 14, Bedford row
 BRISTOW, JOHN, Stanmore st, Caledonian rd, Potato Salesman Mar 8 at 11 Bankruptcy bldgs, Car yst
 CASE, WALTER TUCKER, Newport, Mon, Builder Mar 6 at 11 Off Rec, 144, Commercial s, New sort, Mon
 COLLIN, ELIZABETH Lewis rd, Mitcham, Spinster Mar 6 at 3 132, York rd Westminster Bridge rd
 COOPER, JOSEPH, Wolverhampton, Painter Mar 8 at 12
 Off Rec, Wolverhampton
 COOPER, WILLIAM JOHN, Bristol, Baker Mar 6 at 11.45
 Off Rec, 26, Baldwin st, Bristol
 CROSBY, JAMES, Huyton, Lancs, Wheelwright Mar 6 at 11
 Off Rec, 35, Victoria st, Liverpool
 CROWSON, DANIEL, Market Deeping, Northampton, Builder Mar 8 at 11 Law Courts, Peterborough
 CUTLER, EDITH LAVINIA, Winton, Bournemouth, Painter Mar 6 at 3.30 Arcade chmbrs (first floor), Bournemouth
 DANIEL, JOHN, Rhos, Cilybebbil, Glam, Farmer Mar 6 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
 DAVIDSON, THOMAS, Penrith, Grocer Mar 6 at 11
 34, Fisher st, Carlisle

DAVIES, WILLIAM JAMES, Hereford, Grocer's Assistant Mar 6 at 12.30 2, Offa st, Hereford
 EDWARDS, SAMUEL, Newbridge, Mon, Builder Mar 6 at 12
 Off Rec, 144, Commercial at, Newport, Mon
 ELLIS, CHARLES, Sheffield, Stock Broker Mar 6 at 12 Off
 Rec, Figgins In, Sheffield
 FRANK, PAUL, Fallowfield, Manchester, Commercial Clerk Mar 6 at 3.30 Off Rec, Byron st, Manchester
 FRANKHAM, WILLIAM, Norwich, Baker Mar 6 at 3 Off
 Rec, 8, King st, Norwich
 GATLEY, JAMES, Timperley, Cheshire, Cattle Dealer Mar 6 at 2.30 Off Rec, Byrom st, Manchester
 HARRIS, LAWRENCE, Liverpool Mar 7 at 12 Bankruptcy bldgs, Carey st
 JAMES, WILLIAM, Casrau, Maesteg, Glam, Collier Mar 6 at 3 117, St Mary st, Cardiff
 JENKINS, ALFRED, Abergavenny, Mon, Wine Merchant Mar 7 at 11.45 Nevill Rooms, Nevill st, Abergavenny, Mon
 JONES, JOHN, Clydach, Glam, Rollerman Mar 7 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
 KINGWELL, HENRY, Lez Mill Bridge, nr Ivybridge, Devon, Haulier Mar 6 at 3.30 7, Buckland road, Plymouth
 LAWN, HORACE JAMES, Rumburg, Suffolk, Dealer Mar 6 at 1 Off Rec, 8, King t, Norwich
 LAWRENCE, ALFRED, Portland rd, South Norwood, Builder Mar 6 at 12 132, York rd, Westminster Bridge rd
 LONSDALE, RICHARD, and HERBERT LONSDALE, Manchester, Print Merchants Mar 6 at 3 Off Rec, Byrom st, Manchester
 MAWER, JOHN GEORGE, Guisborough, Yorks, Butcher Mar 6 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 MONK, JESSE, Maxey, nr Market Deeping, Northampton, Farmer Mar 8 at 11.30 Law Courts, Peterborough
 NOBLE, BENJAMIN (sen), and BENJAMIN NOBLE (jun), Uppingham, Rutland, Graziers Mar 6 at 3 Off Rec, 1, Berridge st, Leicester
 OAKES, ERNEST, Perth rd, Stroud Green Mar 7 at 11 Bankruptcy bldgs, Carey st
 OAKLEY, WALTER, Clapham Park rd, Tobacco Dealer Mar 6 at 11.30 132, York rd, Westminster Bridge rd
 PAUL, MAX, Hereford, Tailor Mar 6 at 11.30 2, Offa st, Hereford
 ROBERTS, EDITH HAMILTON WYNNE, Granville pl, Portman sq Mar 8 at 11 Bankruptcy bldgs, Carey st
 ROBERTS, WILLIAM, Blaenau Ffestiniog, Merioneth, Joiner Mar 6 at 12.30 Crypt chmbrs, Chester
 SHAUGHNESSY, ALFRED, Stretdford, Lancs, Copper Plate engraver Mar 7 at 3 Off Rec, Byrom st, Manchester
 SHIRLEY, GEORGE, Ros, Hereford, Glas Dealer Mar 6 at 12 2, Offa st, Hereford
 SMITH, SIDNEY HARRY, Hastings, Newsagent Mar 6 at 12 Off Rec, 12A, Marlborough pl, Brighton
 SOPER, JAMES, Geraldine rd, Wandsworth, Builder Mar 6 at 11 132, York rd, Westminster Bridge rd
 STUBBS, TOM, Frome, Butcher Mar 6 at 11.30 Off Rec, 28, Baldwin Bristol
 SYKES, PERCY STANLEY, Broad Street av, Chartered Accountant Mar 8 at 12 Bankruptcy bldgs, Carey st

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TATE, HANNAH CHRISTIANA, Knottingley, Yorks Mar 6 at 11 Off Rec, 21, King st, Wakefield

ADJUDICATIONS.

ACKERLEY, WILLIAM JAMES, Altrincham, Coal Dealer Manchester Pet Feb 21 Ord Feb 22
 ADAMS, GEORGE WILLIAM, Fairbairn, of Ferrybridge Yorks Wheelwrights Wakefield Pet Feb 23 Ord Feb 23
 AMOS, JOHN HENRY, Bolton, Smallware Dealer Bolton Pet Feb 23 Ord Feb 22
 BECKWITH, HENRY WILLIAM, Huddersfield, Carver Huddersfield Pet Feb 23 Ord Feb 23
 BLAKE, CHARLES, Plympton, Devon, Dairyman Plymouth Pet Feb 24 Ord Feb 24
 BRINDLE, JAMES, Chorley, Lancs, Weaver Bolton Pet Feb 21 Ord Feb 21
 BRISTOW, JOHN, Stanmore st, Caledonian rd, Potato Salesman High Court Pet Feb 24 Ord Feb 24
 COBB, WALTER SELBY, Crawley, Laundry Proprietor Brentford Pet Feb 1 Ord Feb 23
 COLLIER, CHARLES ALEXANDER, Gloucester rd, 8 Kensington, Auctioneer High Court Pet Jan 26 Ord Feb 23
 COLLIN, ELIZABETH, Oakwood av, Lewis rd, Mitcham Croydon Pet Jan 8 Ord Feb 23
 COOPER, JOSEPH, Wolverhampton, Painter Wolverhampton Pet Feb 23 Ord Feb 23
 DICKERS, PERCY SAMUEL, Pyrlton, Oxford, Farmer Aylesbury Pet Feb 24 Ord Feb 24
 EKINS, ALFRED GEORGE, 51 George's av, Aldermanbury, Commission Agent High Court Pet Feb 9 Ord Feb 24
 ELLIS, CHARLES, Sheffield, Stock Broker Sheffield Pet Feb 1 Ord Feb 23
 FRANKHAM, WILLIAM, Norwich, Baker Norwich Pet Feb 5 Ord Feb 23
 FRASER, HUGH, Troorkey, G'am, Draper's Traveller Pontypool Pet Jan 22 Ord Feb 23
 GRAHAM, HUBERT BERGER, Craigie Court House, Charing Cross, Consulting Engineer High Court Pet Dec 29 Ord Feb 22
 HANCOCK, WILLIAM NORTH, Deal, Fly Proprietor Canterbury Pet Feb 22 Ord Feb 23
 HAYARD, LEWIS, Llanelly, Provision Merchant Carmarthen Pet Feb 24 Ord Feb 24
 HERRICK, W SUDLOW, Kingston on Thames, Auctioneer Kingston, Surrey Pet Nov 29 Ord Feb 24
 HOLLEN, MART, Blackburn Blackburn Pet Feb 22 Ord Feb 22
 HOLDEN, RICHARD, Blackburn, Wallpaper - Stainer's Manager Blackburn Pet Feb 22 Ord Feb 23
 JONES, ROBERT THOMAS, Balls Pond rd, Provision Merchant High Court Pet Jan 10 Ord Feb 22
 JONES, THOMAS, Hurwain, Glam, Engine Driver Aberdare Pet Feb 23 Ord Feb 23
 KEMP, FRANK MARTIN, Market Drayton, Sa'op, Carriage Builder Nantwich Pet Feb 6 Ord Feb 22
 KIRKLAND, WILLIAM, Cheapside High Court Pet Dec 30 Ord Feb 22

LAWRENCE, ALFRED, Portland rd, South Norwood, Builder Croydon Pet Feb 19 Ord Feb 23
 MAN'ING, CHARLES, Bethnal Green rd, Umbrella Manufacturer High Court Pet Jan 30 Ord Feb 24
 MAWER, JOHN GEORGE, Gulsbrough, Yorks, Butcher Stockton on Tees Pet Feb 22 Ord Feb 22
 MORTIN, HENRY DUNGA', Sunbury, Middx, Licensed Victualler Kingston, Surrey Pet April 25 Ord Aug 1
 NOBLE, BENJAMIN, son, and BENJAMIN NOBLE, Jun Uppingsham, Rutland, Graziers Leicester Pet Feb 23 Ord Feb 23
 OAKES, ERNEST, Perth rd, Stroud Green, Waterproof Garment Maker High Court Pet Feb 23 Ord Feb 22
 RANSOM, JAMES WILLIAM, The Butts, Brentford, Confectioner Brentford Pet Feb 16 Ord Feb 23
 RIMMER, WILLIAM JOHN WALKER, Jun, Slithwaite, York, Slater Huddersfield Pet Feb 23 Ord Feb 23
 ROBERTS, JOHN COLE, Glastonbury, Jeweller Wells Pet Feb 23 Ord Feb 23
 ROSENBERG, JOSEPH, Rye ln, Peckham, Tailor High Court Pet Jan 30 Ord Feb 23
 SIDAWAY, HARRY CLIFFORD, Dudley, Worcester Dudley Pet Feb 22 Ord Feb 22
 STANLAND, WILLIAM, Sheffield, Restaurant Keeper Sheffield Pet Feb 24 Ord Feb 24
 SUTTON, ERNEST FRANK, Swansea, Automobile Engineer Swansea Pet Feb 9 Ord Feb 23
 SWORDER, JOHN CHARLES, Buntingford, Herts, Market Gardener Cambridge Pet Feb 23 Ord Feb 23
 TATE, HANNAH CHRISTIANA, Knottingley, Yorks Wakefield Pet Feb 22 Ord Feb 22

CITY OF MANCHESTER.

The Corporation of Manchester invite applications for the position of Assistant Prosecuting Solicitor in the Town Clerk's Office. Salary, £350 per annum. Candidates must be Solicitors who are accustomed to and have had experience in advocacy before Justices, Licensing Authorities, and County Courts. The gentleman appointed will be required to devote the whole of his time to the duties of the office, to become a contributor to the Manchester Corporation Officers' Thrift Fund, and to execute their Deed of Service. Applications, stating particulars as to age, health, articles, admission, appointments, qualifications, &c., and accompanied by copies of three testimonials, must be delivered to me, endorsed "Assistant Prosecuting Solicitor," on or before March 16th, 1912. Printed copies of the applications and testimonials are not required, and canvassing is prohibited. THOMAS HUDSON, Town Clerk. Town Hall, Manchester, February 23rd, 1912.

CITY OF MANCHESTER.

The Corporation of Manchester invite applications for the position of Deputy Town Clerk. Salary £1,000 per annum. Candidates must have had practical experience in all the duties of a Town Clerk, and must be Solicitors of not less than seven years standing. The gentleman appointed will be required to devote the whole of his time to the duties of the office, to become a contributor to the Manchester Corporation Officers' Thrift Fund, and to execute their Deed of Service. Applications, stating particulars as to age, health, articles, admission, appointments, qualifications, &c., and accompanied by copies of four testimonials, and in addition the names of three referees, must be delivered to me, endorsed "Deputy Town Clerk," on or before March 30th, 1912. Printed copies of the applications and testimonials are not required, and canvassing is prohibited. THOMAS HUDSON, Town Clerk. Town Hall, Manchester, February 23rd, 1912.

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